4606.

SUPREME COURT OF THE UNITED STATES.

No. 146.

MORGAN McAFEE, MADISON McAFEE, AND JAMES ALFORD, ~~APPELLANTS~~, plff in Er.

vs.

JAMES T. CROFFORD.

IN ERROR TO THE DISTRICT COURT, U. S., FOR THE NORTHERN DISTRICT OF MISSISSIPPI.

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Exemplification.

JAMES T. CROFFORD
vs.
MORGAN MCAFEE et als.

Pleas had at a district court of the United States, for the northern district of Mississippi, begun and held at the town of Pontotoc, in said district, on the first Monday of December, A. D. 1846; present, the honorable Samuel J. Gholson, judge of said court.

Be it remembered, that, on the 25th day of November, A. D. 1846, *that* James T. Crofford, a citizen of the State of Tennessee, sued out of the office of the clerk of the district court of the United States, for the northern district of Mississippi, his certain summons in the words and figures following, to wit:

UNITED STATES OF AMERICA,
Northern district of Mississippi, ss:

The President of the United States, to the marshal of the northern district of Mississippi, greeting:

We command you, without delay, to summon Morgan McAfee, Madison McAfee, James Alford, George G. Harvey, William Thornton, Bolivar Thornton, Thomas Puryear, Marion Pipkins, and Shelby M. Peak, who are citizens of the State of Mississippi, that they be and appear before the district court of the United States, to be held at the town of Pontotoc, in and for the northern district of Mississippi, on the first Monday of December next, to answer to James T. Crofford, who is a citizen of the State of Tennessee, plaintiff in this suit, of a plea of trespass, wherefore the said plaintiff saith that he is injured, and hath sustained damage, to the amount of forty thousand dollars; and that they do file their plea of defence with the clerk of said court on or before the meeting of the same, or judgment will be given against them by default. And have then there this writ.

Witness the honorable Samuel J. Gholson, judge of the district court of the United States, for the northern district of Mississippi, at Pontotoc, the first Monday of June, A. D 1846, and the seventieth year of the independence of the United States.

Issued the 20th day of November, 1846.

G. M. RAGSDALE, *Clerk.*

Endorsement on said summons: "Came to hand 27th November, 1846.

ANDREW A. KINCANNON,
Marshal N. D. Miss.
By JOHN RAYBURN, *Deputy.*"

Two late to execute before this court.

ANDREW A. KINCANNON,
Marshal N. D. Miss.
By JOHN RAYBURN, *Deputy.*

There is one other summons, in the words and figures following, to wit:

UNITED STATES OF AMERICA,
Northern district of Mississippi, ss:

The President of the United States, to the marshal of the northern district of Mississippi, greeting.

We command you, without delay, to summon Morgan McAfee, Madison McAfee, James Alford, George G. Harvey, William Thornton, Bolivar Thornton, Thomas Puryear, Marion Pipkins, and Shelby McPeak, who are citizens of the State of Mississippi, that they be and appear before the district court of the United States, to be held at the town of Pontotoc, in and for the northern district of Mississippi, on the first Monday of December next, to answer to James J. Crofford, who is a citizen of the State of Tennessee, plaintiff in this suit, of a plea of trespass, wherefore the said plaintiff saith that he is injured, and hath sustained damage, to the amount of forty thousand dollars; and that they do file their plea or defence with the clerk of said court on or before the meeting of the same, or judgment will be given against them by default. And have then there this writ.

Witness the honorable Samuel J. Gholson, judge of the district court of the United States, for the northern district of Mississippi, at Pontotoc, the first Monday of June, A. D. 1846, and the 70th year of the independence of the United States.

Issued the 25th day of November, 1846.

G. M. RAGSDALE, *Clerk.*

Endorsements on said summons: Came to hand 27th November, 1846.

ANDREW A. KINCANNON,
Marshal N. D. Miss.
By JOHN RAYBURN.

Special deputation on said summons. Rec'd 27th November, 1846. I, Andrew A. Kincannon, marshal of the northern district of Mississippi, do hereby appoint Wm. A. Davison my special deputy to execute this writ. Given under my hand and seal, this 27th day of November, 1846.

ANDREW A. KINCANNON,
Marshal northern district of Miss.

Came to hand Nov. 27th, 1846.

ANDREW A. KINCANNON,
Marshal,
By W. A. DAVISON, *Sp'l D. M.*

Executed on James Alford, Dec'r 2d, 1846. Morgan McAfee, Madison McAfee, and G. G. Harvey, not found. Dec. 2d, 1846.

ANDREW A. KINCANNON,
By W. A. DAVISON, *D. M.*

Proceedings had at the December term, 1846.

Tuesday, December 10th, 1846.

JAMES T. CROFFORD
vs.
MORGAN MCAFEE et al.

This day came the plaintiff, by his attorney, and it appearing to the satisfaction of the court that the summons in this cause, returnable to the present term of the court, has not been executed upon all the defendants, it is ordered by the court that an alias summons issue to the northern and to the southern district, for those defendants not served with the process, and that this cause be continued.

Alias summons to northern district.

UNITED STATES OF AMERICA,
Northern district of Mississippi, ss:

The President of the United States, to the marshal of the northern district, greeting:

We command you, as heretofore, without delay, to summon Morgan McAfee, Madison McAfee, James Alford, George G. Harvey, William Thornton, Bolivar Thornton, Thomas Peryear, Madison Pipkins, and Shelby McPeak, who are citizens of the State of Mississippi, that they be and appear before the district court of the United States, to be held at the town of Pontotoc, in and for the northern district of Mississippi, on the first Monday of June next, to answer to James T. Crofford, who is a citizen of the State of Tennessee, plaintiff in this suit, of a plea of trespass, wherefore the said plaintiff saith that he is injured, and hath sustained damage, to the amount of forty thousand dollars; and that they do file their plea or defence with the clerk of said court, on or before the meeting of the same, or judgment will be given against them by default. And have then there this writ.

Witness the honorable Samuel J. Gholson, judge of the district court of the United States, for the northern district of Mississippi,
[L. S.] at Pontotoc, the first Monday of December, A. D. 1846, and 71st year of the independence of the United States

Issued on the 1st day of January, 1847.

M. RAGSDALE,
Clerk.

Endorsement on said summons: A counterpart hereof having been directed to the marshal of the southern district of Mississippi, to be executed on Morgan McAfee and Madison McAfee, the marshal of the northern district will therefore execute this writ on the remaining defendants only.

G. M. RAGSDALE,
Clerk.

A former writ having been served on James Alford, the marshal will exclude him in the service of this writ.

G. M. RAGSDALE,
Clerk.

Endorsed: Executed on Marion Pipkins, 22d Feb'y, '47. Executed on William Thornton, Bolivar Thornton, Thomas Peryear, and Shelby McPeak, 23d Feb'y, 1847.

ANDREW A. KINCANNON,
Marshal.
By JOHN RAYBURN, *Deputy.*

Alias summons to southern district.

UNITED STATES OF AMERICA,
— Northern district of Mississippi, ss:

The President of the United States, to the marshal of the southern district of Mississippi, greeting:

We command you, as heretofore, without delay, to summon Morgan McAfee, Madison McAfee, James Alford, George G. Harvey, William Thornton, Boliver Thornton, Thomas Puryear, Marion Pipkins, and Shelby McPeak, who are citizens of the State of Mississippi, that they be and appear before the district court of the United States, to be held at the town of Pontotoc, in and for the northern district of Mississippi, on the first Monday of June next, to answer to James T. Crofford, who is a citizen of the State of Tennessee, plaintiff in this suit, of a plea of trespass, wherefore the said plaintiff saith that he is injured, and hath sustained damage, to the amount of forty thousand dollars; and that they do file their plea or defence with the clerk of said court on or before the meeting of the same, or judgment will be given against them by default. And have then there this writ.

Witness the honorable Samuel J. Gholson, judge of the district court of the United States, for the northern district of Mississippi, at Pontotoc, the first Monday of December, A. D. [SEAL.] 1846, and 71st year of the independence of the United States.

Issued the 1st day of January, 1847.

G. M. RAGSDALE, *Clerk.*

Endorsements on said summons: "A counterpart hereof having been directed to the marshal of the northern district of Mississippi, to be served on part of the within named defendants, the marshal of the southern district will execute this writ on Morgan McAfee and Madison McAfee only.

G. M. RAGSDALE, *Clerk.*

"A former writ has been served on James Alford."

G. M. RAGSDALE, *Clerk.*

Endorsed: "I nominate and appoint Henry C. Adams my special deputy to execute and return this process.

Given under my hand and seal, this the 12th day of February, A. D. 1847.

THOS. FLETCHER, [SEAL.]
Marshal of southern district of Mississippi.

Endorsed: Received 18th Jan'y, 1847.

THOS. FLETCHER,
Marshal,
Per RICH'D FLETCHER,
D. Marshal.

Endorsed: Executed on the 16th day of March, 1847, by leaving a copy of the within summons with Morgan McAfee in person; and the service hereof was acknowledged by Madison McAfee on the 1st day of April, 1847.

THOS. FLETCHER,
Marshal,
Per H. C. ADAMS,
Special deputy.

On the 25th day of November, A. D. 1846, at the issuance of said summons, plaintiff filed his declaration in the office of the clerk of said court in the words and figures following:

UNITED STATES OF AMERICA,
Northern district of Mississippi.

District court of the United States, for the northern district of Mississippi. December term, A. D. 1846.

James T. Crofford, who is a citizen of the State of Tennessee, by attorney complains of Morgan McAfee, Madison McAfee, James Alford, George G. Harvey, William Thornton, Bolivar Thornton, Thomas Puryear, Marion Pipkins, and Shelby McPeak, who are citizens of the State of Mississippi, on custody, &c., of a plea of trespass; for that the said defendants on the day of October, A. D. 1846, and on divers other days and times between that day and the commencement of this suit, with force and arms, &c., to wit, at the county of Crittenden, in the State of Arkansas, that is to say, in the district aforesaid, unlawfully entered upon a certain plantation of the said plaintiff, and seized, and took, and carried away therefrom, certain slaves, to wit, Hannah, George, Melissah, Jane, Vincent, Coleman, Elizabeth, Nancy, Peter, Winney, James, Kunan, Mila, Young Hannah, Betty, Edmund, Wesley, Cato, Eli, Ann, and her infant child, twenty-one in number, the property of the said plaintiff, and of great value, to wit, of the value of fifteen thousand dollars of lawful money

of the United States, then there found and being, and converted and disposed of the same to their own use, and other wrongs to the said plaintiff then and there did, to the great damage of the said plaintiff, and against the peace of the United States of America; wherefore the said plaintiff saith he is injured, and hath sustained damages, to the amount of forty thousand dollars; and therefore he brings his suit, &c.

And also for that the said defendants, on the first day of October, in the year of our Lord one thousand eight hundred and forty-six, with force and arms, &c., entered upon a certain farm or plantation of the said plaintiff in the county of Crittenden, in the State of Arkansas, at, to wit, at the district aforesaid, and with threats and violence chased, frightened, and drove away other slaves, to wit, thirty negro men, thirty negro women, ten negro boys, and ten negro girls, the property of the said plaintiff, and of great value, to wit, of the value of forty thousand dollars, to wit, at the district aforesaid; whereby the said slaves, men, women, boys and girls, being of the value aforesaid, became and were greatly damaged and lessened in value, to wit, at the district aforesaid.

And for that also the said plaintiff was engaged in the business of planting on the west bank of the Mississippi river, in the county of Crittenden, in the State of Arkansas, that is to say, in the district aforesaid, and kept employed in and about his said business of planting a large number of other slaves, to wit, twenty men, twenty women, ten boys, and ten girls, the property of the said plaintiff, and of great value, to wit, of the value of forty thousand dollars, lawful money of the United States, to wit, at the district aforesaid; and had established and was carrying on a woodyard on the premises aforesaid, and kept employed in and about his said business of cutting and selling cord wood, certain other slaves, to wit, thirty negro men, the property of said plaintiff, and of great value, to wit, of the value of twenty thousand dollars, of lawful money of the United States; the said defendant, on the first day of October, in the year of our Lord 1846, at the district aforesaid, with force and arms, &c., frightened, drove, chased, run off, and forced away, the slaves, men, women, boys, and girls, &c., to wit, fifty men, twenty women, ten boys, and ten girls, of the said plaintiff, of great value as aforesaid, of the value of sixty thousand dollars, lawful money of the United States, as aforesaid, then and there being and working upon the said farm and woodyard of the said plaintiff, in the said county of Crittenden, in the State of Arkansas, as aforesaid, at, to wit, at the district aforesaid, and then and there chased, frightened, run off, and forcibly carried the said slaves, men, women, boys, and girls, as aforesaid, from and off the farm, and from and away from the business of the said plaintiff, about which they were then and there engaged, to divers places to the said plaintiff unknown; whereby the said plaintiff was not only put to great trouble and expense, amounting in the whole to the sum of ten thousand dollars, in and about endeavoring to find his said slaves, but also divers thereof, to wit, Hannah, George, Melissa, Jane, Vincen, Coleman, Elizabeth, Nancy, Peter, Winney,

James, Kunan, Mila, young Hanna, Billy, Edmund, Wesley, Cato, Eli, Ann, and her infant child, of great value, to wit, of the value of twenty thousand dollars of lawful money of the United States, then and there became and were wholly lost to the said plaintiff; and others thereof, to wit, thirty men, employed in cutting cord wood, as aforesaid, were frightened and driven off from the said business of the said plaintiff, and could not be found by the said plaintiff, and did not return to his said business for the space of six weeks, during all which time he, the said plaintiff, lost and was deprived of the services of his said slaves, and of all the benefit and advantage which might and would otherwise have arisen and accrued to him from such service, to wit, at the district aforesaid; and others thereof, to wit, sixty slaves, that is to say, twenty men, twenty women, ten boys, and ten girls, employed by the said plaintiff in and about his business of planting, as aforesaid, on his plantation as aforesaid, were frightened and driven off from the said farm, and from the said business of the said plaintiff, and could not be found by him, and did not return to his said business for the space of six weeks, during all which time the said plaintiff lost and was deprived of the services of his said slaves, and of all the benefit and advantage which might and would otherwise have arisen and accrued to him from such service, to wit, at the district aforesaid; whereby the business of the said plaintiff was neglected, and much lessened in value about his woodyard and farm aforesaid, to his great damage and injury, to wit, at the district aforesaid.

And for that also the said defendant, on the 10th day of October, A. D. 1846, with force and arms, &c., frightened, drove, chased, run off, and carried away, certain other slaves, to wit, thirty negro men, thirty negro women, twenty negro boys, and twenty negro girls, of the said plaintiff, of great value, to wit, of the value of sixty thousand dollars lawful money of the United States, then laboring and being in and upon a certain farm and woodyard in the county of Crittenden, in the State of Arkansas, at, to wit, at the district aforesaid; and then and there frightened, chased, drove, and forcibly carried away the said slaves from and off the said farm and woodyard, and from and about the business of the said plaintiff, about which they were then and there employed and laboring in and about the business of the said plaintiff, to divers places to the said plaintiff unknown, whereby the said plaintiff was not only put to great trouble and expense, amounting in the whole to a large sum of money, to wit, the sum of ten thousand dollars, in and about endeavoring to find his said slaves, but also divers thereof, to wit: Hannah, George, Melissa, Jane, Vincent, Coleman, Elizabeth, Nancy, Peter, Winney, James, Kunan, Mila, Young, Hannah, Betty, Edmund, Wesley, Cato, Eli, Ann, and her infant child, of great value, to wit, of the value of twenty thousand dollars, lawful money of the United States, then and there became and were wholly lost to the said plaintiff; and others thereof, to wit, thirty men, employed by said plaintiff in cutting and hauling cord wood, were frightened and driven off from the said business of the said plaintiff,

and could not be found, and did not return to the said business for the space of six weeks, during all which time he, the said plaintiff, lost and was deprived of the services of said slaves, and of all the benefit and advantage which might and would otherwise have arisen and accrued to the said plaintiff from such services, to wit, at the district aforesaid. And others thereof, to wit, sixty slaves, that is to say, twenty men, twenty women, ten boys, and ten girls, employed by the said plaintiff in and about his said business of farming, as aforesaid, on his said plantation, as aforesaid, were frightened, and by force and arms driven off from the said farm and from the business of the said plaintiff, and could not be found by him, and did not return to the said business of the said plaintiff, for the space of six weeks; during all which time the said plaintiff lost and was deprived of the services of his said slaves, and of all the benefit and advantage which might and would otherwise have arisen and accrued to the said plaintiff from such services, to wit, at the district aforesaid, whereby the business of the said plaintiff was neglected and damaged and much lessened in value, to the great damage of the said plaintiff, to wit, at the district aforesaid; and other wrongs to the said plaintiff, then and there did, to the great damage of the said plaintiff, and against the peace of the United States of America aforesaid. Wherefore the said plaintiff saith, that he is injured and hath sustained damage to the amount of forty thousand dollars, and therefore he brings his suit, &c.

A. H. DAVIDSON, *Atty. for plff.*

Agreement between attorneys.

UNITED STATES OF AMERICA.

In the district court of the United States, for the northern district of Mississippi, at Pontotoc, June term, 1848.

JAMES T. CROFFORD
vs. } Trespass.
MORGAN MCAFEE et al.

We hereby agree that the general issue shall be pleaded, and may be filed at any time before the trial of the above stated case, and that any matter which would constitute a good special plea in bar may be given in evidence thereunder, provided reasonable notice of the nature and character of such evidence intended to be introduced be given to plaintiff's attorneys, or either of them, giving them time to prepare to rebut the same; and it is further agreed that plaintiff may amend his declaration without prejudice, by erasing the words "Phillips," and inserting the word "Crittenden," in as many of the counts of his said declaration as he chooses. This 30th day of March, A. D. 1848.

DAVIDSON & WAUL,
Attys for plaintiff.
FISHER, *for deft.*

Defendants' plea.

UNITED STATES OF AMERICA,
Northern district of Mississippi.

In the district court, June term, 1847.

JAMES T. CROFFORD, plaintiff,
against
MORGAN MCAFEE et al., defendants.

And the said defendants, by their attorney, come and defend the wrong and injury, when, &c., and for plea say, that they are not guilty of the said several trespasses in the said plaintiff's declaration, any or either of them, in manner and form, as therein set forth; and of this they put themselves upon the country.

FISHER, *for defendants.*

Order of court at June term, 1847.

Wednesday, June 9th, 1847.

JAMES T. CROFFORD
vs.
MORGAN MCAFEE et al. } 587.

This day came the parties by their attorneys, and continued this cause by consent.

Order of court at the December term, A. D. 1847.

Monday, December 6th, 1847.

JAMES T. CROFFORD
vs.
MORGAN MCAFEE et al. } 587.

This day came the parties by their attorneys, and continued the cause by consent.

Motion entered in said cause at the June term, A. D. 1848.

JAMES T. CROFFORD
vs.
MORGAN MCAFEE et al. } 587.

Motion in this case for security for cost ent'd 5th June, 1848.

G. M. RAGSDALE, *Clerk.*

The following proceedings were had in said cause at the June term, A. D. 1848:

Tuesday, June 6th, A. D. 1848.

JAMES T. CROFFORD
vs.
MORGAN MCAFEE et al. } 587.

The clerk of this court withdraws the motion for security for cost entered by him in this cause.

Thursday, June 8th, A. D. 1848.

JAMES T. CROFFORD
vs.
MORGAN MCAFEE et al. } 587.

This day came the parties by *by* their attorneys, and thereupon plaintiff discontinues this suit as to George G. Harvey, Wm. Thornton, Shelby McAfee, and Marion Pipkins; and on affidavit of defendants, it is ordered that this cause be continued.

Further order same day.

JAMES T. CROFFORD
vs.
MORGAN MCAFEE et al. } 587.

It appearing to the satisfaction of the court, that Wm. G. Pipkin, a witness for the plaintiff in this cause, has been duly summoned, and, when called, failed to answer; it is therefore ordered, that said Wm. G. Pipkin be fined $100 for his said contempt, unless he show sufficient cause to the contrary at the next term of this court, and that an attachment issue for said witness returnable to December term next, and that he be held to bail in the sum of $500, with two sureties each in like sum.

The following proceedings were had in said cause at the December term, A. D. 1848.

Tuesday, December 5th, A. D. 1848.

JAMES T. CROFFORD
vs.
MORGAN MCAFEE et al. } 587.

This day came on to be heard this cause, and it appearing to the satisfaction of the court that Jno. H. Montgomery and Robert Patterson, witnesses for defendants, have been duly summoned to appear at the present term of this court, and have failed to attend; it is ordered, that they be fined each the sum of $500 for their contempt, unless they show sufficient cause to the contrary, and that sci. fa. issue, and that an attachment issue for each of said witnesses, returnable to the next term of this court, and that they be held to bail each in the sum of $500, with two sureties in like sum, and in default of such bail to stand committed.

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Additional order same day.

JAMES T. CROFFORD
vs. } 587
MORGAN MCAFEE et al.

This day again came the parties by their attorneys, and thereupon, for sufficient cause shown by the affidavit of defendant, it is ordered that this cause be continued.

No steps taken in this cause at the June term, A. D. 1849.

The following proceedings were had in said cause at the December term, A. D. 1849:

Friday, December 7th, 1849.

JAMES T. CROFFORD
vs. } 587.
MORGAN MCAFEE et al.

This day came the parties by their attorneys, and it appearing to the satisfaction of the court that an order was entered on the eighth day of June, 1848, dismissing this suit as to Shelby McAfee, when it should have been dismissed as to Shelby McPeak; it is therefore ordered, that this suit be now dismissed as to the said Shelby McPeak, as of the said 8th day of June, A. D. 1848. And thereupon came a jury of good and lawful men, to wit, jury No. 1, being James Crayton and eleven others, who were duly elected, tried, sworn, and empannelled well and truly to try the issue joined, and cause continued over until to-morrow.

Saturday morning, December 8th, 1849.

The court met pursuant to adjournment, and present, the honorable Samuel J. Gholson, judge thereof.

JAMES T. CROFFORD
vs. }
MORGAN MCAFEE et al.

This day again came the parties, by their attorneys, as also the jury, who were tried, sworn, and empannelled, on a former day of this term, to well and truly [try] the issue joined in this cause; who, upon their oaths, do say, that they find the issue in favor of the plaintiff, and assess his damages to the sum of ten thousand six hundred and thirteen dollars and seventy-two cents; it is therefore considered by the court, that plaintiff recover of defendants the damages aforesaid by the jury assessed, and also the cost in this cause expended.

Bill of exceptions.

UNITED STATES OF AMERICA,
Northern district of Mississippi.

District court, December term, 1849.

JAMES T. CROFFORD, plaintiff,
vs. }
MORGAN MCAFEE et al., defendants.

Be it remembered, that, on this 8th day of December, 1849, the above entitled cause came on to be heard and tried, at the term of the court above stated, before the honorable Samuel J. Gholson, judge, presiding in said court, when the plaintiff, after reading his declaration to the jury, introduced and offered to read to the jury the deposition of Jackson Parker; when the counsel for the defendant objected to reading so much of the said deposition as spoke of the corn and cord wood, and also objected to the reading of any part of said deposition; which objection was overruled by the court, and said deposition permitted to be read; and to which *and to which* judgment the counsel for the defendant then and there, before the jury, excepted; which said deposition is in the words and figures following:

UNITED STATES OF AMERICA,
State of Missouri, county of St. Louis, ss:

Be it remembered, that, on this 29th day of January, in the year eighteen hundred and forty-eight, before me, Archibald Gamble, presiding justice of the county court of the county of Saint Louis, and State of Missouri, personally appeared Jackson Parker, John David Hafkemeyer, and Abner Perry Driver, persons of sound mind and lawful age, witnesses for the plaintiff in a civil suit now depending in the district court of the United States, in and for the northern district of Mississippi, wherein James T. Crofford is plaintiff, and Morgan McAfee, Madison McAfee, and others, are defendants; and the said witnesses being by me first carefully examined, and cautioned, and sworn to testify the whole truth, and nothing but the truth, did depose and say as follows:

Jackson Parker says, that he attended to the plantation and negroes of James T. Crofford, on the Mississippi river, in the State of Arkansas, in the year 1846, until about the 20th of August of that year, at which time he left on account of sickness; he knows the said Crofford, and also knows William Thornton, Bolivar Thornton, Thomas Puryear, Marion Pipkins, and Shelby McPeak; does not know Harvey, or that he ever saw him; and never saw Alford or the two McAfees until they came to said Crofford's plantation after his negroes, about the last of October, or first of November, in the year 1846; he saw, about that time, some men coming down the Mississippi river, opposite said Crofford's plantation, in skiffs; they landed at Crofford's, landing on his plantation, before witness got there; and, by the time witness got to the landing, they had three of Crofford's negroes in their skiffs, and put two more of Crofford's negroes into their skiff; after he got there, the two McAfees, Morgan and Madison, the two Thorntons, William and Bolivar, Thomas Puryear, and Shelby McPeak, were all there, and were all engaged in carrying off the negroes; they carried off these five negroes across the river, into the State of Mississippi; when witness got to the landing, he asked them what they meant by it, and one of the McAfees, he thinks it was Morgan, replied, "We mean to take all the negroes off of this place, and will kill any man that lays his hands on

4413.

one of them"; witness then went to the overseer's house, Mr. Robertson was then overseeing for Crofford, and after some time started back in company with Robertson and a Mr. Oliver, and met a part of the defendants, the others having *having* crossed the river with the negroes, and not yet returned with the skiffs; the persons met were the two Thorntons, one of the McAfees, and Puryear; they were going to Robertson's house after more of the negroes; and when witness and his companion objected to their taking the negroes, they repeated "it was not worth while to say one word; they had come after the negroes, and they intended to have them, and if they had to fight for them, they had brought men enough for that purpose, and were prepared to do it;" all the defendants then present joined in these and similar declarations; they then went about the plantation searching for more negroes; the negroes had, by this time, been frightened and run off the place by them; the two Thorntons and Puryear went to Robertson's house; Robertson's wife was at home; they talked a good deal about the matter, and told Robertson he had better not have any thing to do with it, that they had come after the negroes and would have them, and if he attempted to interfere, he might get killed. The same persons were there again the next day, and Pipkins was there with them; they continued to come and be about there for several days afterwards, searching for the negroes. Witness saw them at various times crossing the river in skiffs with other negroes from Crofford's plantation, which they crossed over to the Mississippi side of the river; the said defendants in all, took and carried away from Crofford's plantation the following slaves, to wit, Hannah, George, Melissa, Jane, Vincen, Coleman, Elizabeth, Nancy, Peter, Winney, James, Kunan, Mila, Young Hannah, Betty, Edmund, Wesley, Cato, Eli, Ann, and her infant child, and John, all of which slaves were in the possession of Crofford, and had been for a long time, and were used and employed by him as his own property. Witness was well acquainted with the slaves of Crofford that were taken away, and thinks that at the time they were taken they were worth about as follows, to wit, Hannah, a good seamstress and house servant, worth seven hundred and fifty dollars; George, two hundred and fifty dollars; Melissa, five hundred dollars; Jane, five hundred and fifty dollars; Vincen, four hundred and fifty dollars; Coleman, eight hundred dollars; Elizabeth, six hundred and fifty dollars; Nancy, five hundred dollars; Peter, seven hundred and fifty dollars; Winney, four hundred dollars; James, five hundred and fifty dollars; Kunan, five hundred dollars; Mila, six hundred and fifty dollars; young Hannah, five hundred and eighty dollars; Betty, six hundred and fifty dollars; Edmund, three hundred dollars; Wesley, seven hundred and fifty dollars; Cato, seven hundred and fifty dollars; Eli, seven hundred and fifty dollars; Ann, and her infant child, eight hundred dollars; John, seven hundred dollars; that at [the] time the said slaves were run off, Crofford's corn crop had not been gathered ;he had about one hundred and twenty acres of corn; if well gathered, it would have yielded an average of at least forty bushels to the acre; they carried off

the negroes before named, and tried to get the balance, and frightened and run them off the plantation into the swamp, where they remained four weeks or more, and until Crofford came home and hunted them up.

Crofford had, in all, on his plantation, when the said defendants came there, forty-two negroes; twenty of them men, the balance of them women, boys, girls, and small children. They took and carried away the negroes whose names are before mentioned, and run off into the swamps four women and seventeen men, who remained out four weeks or more; the said negro men could cut, each, ten cords of wood per week; the wood, on bank of the river, was worth $2 50 per cord, and it was worth fifty cents a cord to haul it from where it was cut to the river and sell it. Crofford employed his men in cutting wood, and kept a wood-yard on the river; the wood was cut back from the river, on low land, subject to overflow. Witness saw the wood at the place it was cut frequently, and saw it about the time the negroes were run off into the swamp, or carried away, and is satisfied that Crofford had, at that time, at least eighteen hundred or two thousand cords of wood ready to be hauled to the river; he did not have any body to haul it up, and save it, until the river rose and overflowed about one thousand cords of it, a large portion of which was entirely lost, and the balance so much damaged as to be unsaleable; after the negroes were taken off, and run off, there was no one to attend to the preservation of the corn crop, and the horses, mules, cattle, and hogs, of the whole neighborhood, broke into it and pastured on it for about five weeks; the crop was so injured that more than two-thirds was destroyed; in some places it was entirely destroyed; corn was worth fifty cents a bushel in the neighborhood of Mr. Crofford's plantation about that time. Witness says that, after he quit overseeing for Mr. Crofford, he still remained in the neighborhood.

And further this deponent sayeth not.

his
JACKSON ⋈ PARKER.
mark.

Sworn to and subscribed, by his mark, before me, this 29th January, 1848.

ARCHIBALD GAMBLE,
Pres. J. C. C.

The plaintiff next proposed to read the deposition of A. P. Driver, when the counsel for the defendant made the same objection as that made to the deposition of Jackson Parker, and the further objection, that said deposition could not be read for any purpose under said declaration; which said objections were overruled by the court, and said deposition permitted to be read; and which is in the words and figures following:

Abner Perry Driver, a witness for said plaintiff, being by me first carefully examined, and cautioned, and sworn to testify the whole truth and nothing but the truth in said case, deposeth and saith: He lives a

mile and a half above Crofford's farm, on the Mississippi river; that some time in the fall of the year 1846 he heard of Mr. Crofford's negroes having been carried off and run off. He went over, a few days after he heard it, to Crofford's farm, and found that all the slaves were gone. Robertsons, the overseer, was at home, but in bad health; there was a young man then living with Robertson; Robertson never recovered from that illness, and died in February, 1847. Witness knows that many of Mr. Crofford's negroes were wandering over the country, and concealing themselves, for fear of being run off; some of them came to witness's house, and obtained food; the slaves that were thus driven off, were absent from their labor on the farm for the space of five weeks, and in this time the farm and crop of Mr. Crofford suffered great damage; he had 120 acres of corn, which, for want of the attention that his hands would have bestowed upon it, if not run off, would have yielded him forty bushels to the acre; whereas, when the crop was gathered, it did not yield him more than a third of that quantity; the damage arose from the farm being thus deserted, and the cattle of the neighborhood getting into, and feeding upon, and treading down the crop.

Witness believes that Mr. Crofford had about 1800 cords of wood cut, ready to be hauled to his wood-yard, before his slaves were carried off; and witness believes that, if the slaves had not been thus removed, *that* Mr. Crofford would have had his wood removed so as to escape the overflow which greatly damaged the same; the damage, from the overflow, to Mr. Crofford was great; 1000 cords were so injured as not to produce him one-fourth of what it would have done if hauled to the river in time; the value of cord wood on the river at that time was $2 50 per cord; the expense of hauling was about fifty cents a cord; Crofford's wood was cut by his own hands, each hand averaging ten cords a week. Witness personally knew the slaves mentioned in the foregoing deposition of Jackson Parker, and having read over the valuation of said slaves, made by said Parker in said deposition, says that the sum is an accurate valuation, and that he believes the said slaves were fully worth the prices therein stated.

And further this deponent sayeth not.

A. P. DRIVER.

Sworn to and subscribed before me, this 29th January, 1848.

ARCHIBALD GAMBLE,
Pres. J. C. C.

The plaintiff next introduced John David Hafkemeyer's deposition, which was also objected [to,] but the court permitted the same to be read; which deposition is the words and figures following:

John David Hafkemeyer, a witness for the said plaintiff, being carefully examined, cautioned, and sworn to testify to the truth, the whole truth, and nothing but the truth in said case, deposeth and saith, that in the fall of the year, 1846, witness was living on the Mississippi river, in the State of Arkansas, about a mile below the farm of the plaintiff;

that, at that time, James S. Robertson, who was acting as the overseer of said plaintiff, came to the justice of the peace, with whom the witness tried to take out a warrant against some men who were threatening violence at the farm of said plaintiff; Robertson came about the middle of the night; he obtained a paper from the justice, but witness does not know what it was, as he did not read it; there was a deputy constable with Robertson when he came; witness was told by Theo. Hunt, the justice of the peace aforesaid, to go with said Robertson; he did accordingly go, in company with Robertson, the deputy constable, and another man, to Crofford's farm, and when they got there they saw six men in company with some of said Crofford's negroes at a produce boat where liquor was sold; the white men were giving liquor to the negroes to drink; as soon as Robertson and his company came to where these six men were, they ran off to a short distance, say two or three hundred yards, and encamped for the night; the six men who came to Crofford's farm, as aforesaid, were the two McAfees, Bolivar Thornton, Marion Pipkins, Thomas Puryear, and James Alford. They staid on the Arkansas side of the river that night, and crossed over to the Mississippi side about daylight; two days after this, all of the said persons, together with Shelby McPeak, crossed again to Crofford's plantation; they declared their intention of taking the slaves from Crofford's farm, and said they were armed, and would have them at the risk of their lives; at that time they carried off the five slaves, as mentioned in the foregoing deposition of Jackson Parker; Robertson would not order the witness and the men with him to go to the rescue because he believed they would be killed; the said assailants continued to cross and re-cross the river for several days, carrying with them such of Crofford's people as they could catch; witness says he believes they got in all, and carried across the river, twenty-one slaves; that the rest of Crofford's slaves were all scattered and run off for fear of these men, and were not got back for five or six weeks after. Mr. Crofford was not at home during these occurrences.

Witness says that the estimate of the value of slaves carried off as aforesaid, as made by Jackson Parker in the foregoing deposition, which has been read to the witness, is a fair and just estimate of their value, and that the damage to the crop of said Crofford was fully as great as stated in the deposition of said Parker. He further states, that the cord wood aforesaid was damaged by the overflow, because the hands of Crofford were taken off, and run off, as aforesaid. Witness says the quantity of wood already cut and ready to be hauled, as stated in the deposition of said Parker, is truly stated; and that all the facts stated by said Parker in said deposition, relating to the said wood, its value at the river, the price of hauling, the quantity cut by each hand, is truly stated.

And further this deponent sayeth not.

J. D. HAFKEMEYER.

UNITED STATES OF AMERICA,
State of Missouri, county of St. Louis, ss:

I, Archibald Gamble, presiding justice of the county court of the county of St. Louis, the same being a court of record, do hereby certify, that the reason for taking the foregoing deposition is, that the witnesses in the said county of St. Louis, more than one hundred miles from Pontotoc, State of Mississippi, the place of trial of the cause for and in which said depositions are taken and are necessary.

I further certify, that no notification was made out and served on the defendants, or adverse parties, or their attorney, to be present at the taking of the deposition, and to put interrogatories, if he or they may think fit; and that no notification of the time and place of taking the said deposition was made out and served on the said defendants, or adverse parties, because neither the said adverse parties, nor their attorney, was, at the time of taking the said depositions, within one hundred miles from St. Louis, the place of taking the said depositions.

I further certify, that on the 29th day of January, in the year 1848, I was attended by the witnesses before named, who are all of sound mind and lawful age, and the said witnesses were by me carefully examined, and cautioned, and sworn, to testify the whole truth, and the depositions were by me reduced to writing in the presence of the witnesses, Jackson Parker, John David Hafkemeyer, and Abner Perry Driver, and after carefully reading the same to the witnesses, they subscribed the same in my presence. I have retained the said depositions in my possession for the purpose of sealing up, directing, and forwarding the same, with my own hand, to the court for which the same was taken. I further certify, that I am not of counsel or attorney to either of the parties in the said deposition and caption named, or in any way interested in the event of the said civil cause between James T. Crofford, plaintiff, and Morgan McAfee, Madison McAfee, James Alford, Bolivar Thornton, Harvey McPeak, William Thornton, Thomas Puryear, and Marion Pipkins, defendants.

In testimony whereof I have hereunto set my hand and seal this 29th January, 1848.

ARCHIBALD GAMBLE, [SEAL.]
Presiding J. C. C.

The plaintiff then proved that the plantation spoken of in said deposition was situate in Crittenden county, State of Arkansas, as laid in the declaration, and then closed his testimony.

The defendants then introduced a transcript from the circuit court of the county of Tallahatchie, in the State of Mississippi, all objections *as* the same, being duly certified, being waived in court; to the reading of which the plaintiff, by his counsel, objected, but the court permitted the same to be read to the jury; whereupon the same was accordingly read, which is in the words and figures following:

COMMERCIAL BANK OF MANCHESTER
vs.
JAMES T. CROFFORD and Morgan McAfee.

Defendants' note and assumption.

Civil proceedings in the circuit court of Tallahatchie county, began and held at the court-house, in the town of Charleston, on the 24th day of November, 1840, before the honorable David O. Shattuck, presiding judge of the second judicial district, therein sole and presiding.

Be it remembered, that a writ of capias ad respondendum was issued out of the circuit court aforesaid, (and return made thereon,) in these words:

The State of Mississippi, to the sheriff of Tallahatchie county, greeting:

You are hereby commanded to take James T. Crofford and Morgan McAfee, if to be found in your county, and them safely keep, so that you have their bodies before the judge of the circuit court, to be holden in and for the county of Tallahatchie, at the court-house thereof, in the town of Charleston, on the fourth Monday of May next, then and there to answer the Commercial Bank of Manchester of a plea of trespass on the case on promises, to the damage of said plaintiff of eight thousand dollars, and have then there this writ.

Witness the honorable David O. Shuttuck, judge of the second judicial district of this State, the fourth Monday of September, in the year of our Lord one thousand eight hundred and thirty-nine, and seal of said court, issued the 13th day of April, A. D. 1840.

A. B. BETTS, *Clerk.*

This is an action of assumption founded on the defendants' promissory note, together with one John Colbert, who is not here sued, to the Commercial Bank of Manchester, at Manchester, dated the 22d June, 1838, and payable to the Commercial Bank of Manchester, for the sum of thirty-six hundred and thirteen dollars and ninety cents, negotiable and payable at their banking house at Manchester, Mississippi, and due seven months after the date thereof. The amount of promissory note, with legal interest thereon, is the sum actually demanded. No bail required. Judgment will be required at the return term of this writ.

CHEVES, TOPP & THOMPSON,
Plaintiff's attorneys.

Attest:

A. B. BETTS, *Clerk.*

Declaration filed when writ issued.

A. B. BETTS, *Clerk.*

Came to hand April 16th, 1840.

JAMES ALFORD, *Sheriff,*
By B. T. HITCHCOCK, *Deputy.*

Executed April 23d, 1840.

JAMES ALFORD, *Sheriff*,
By B. T. HITCHCOCK, *Deputy*.

At the issuing of said writ the said plaintiffs, by their attorneys, filed in the office of the clerk of the circuit court their declaration, in these words:

THE STATE OF MISSISSIPPI,
Tallahatchie county.

In the circuit court, May term, A. D. 1841.

The Commercial Bank of Manchester, by attorney, complains of James T. Crofford and Morgan McAfee, being in custody, &c., of a plea of trespass on the case on promises, &c. For that whereas the said defendants, by the names and signatures of Jas. T. Crofford and Morgan McAfee, together with one John Colberet, who has since departed this life, and is not sued in this action, heretofore, to wit, on the twenty-second day of June, in the year of our Lord one thousand eight hundred and thirty-eight, at Manchester, that is to say, in the county aforesaid, made their certain promissory note of that date, and thereby then and there promised, jointly and severally, seven months after the date thereof, to pay to the Commercial Bank of Manchester thirty-six hundred and thirteen $\frac{90}{100}$ dollars (meaning thereby thirty-six hundred and thirteen dollars and ninety-hundredths of a dollar,) value received, negotiable and payable at their banking house at Manchester, Mississippi, and then and there deliver the said promissory note to the said plaintiff; by means whereof, and by force of the statute in such case made and provided, the said defendants then and there became liable to pay the said plaintiff the said sum of money in the said promissory note specified, according to the tenor and effect thereof; and being so liable, they, the said defendants, in consideration thereof, afterwards, on the day and year aforesaid, at Manchester, that is to say, in the county aforesaid, undertook, and then and there faithfully promised, to pay the same, according to the tenor and effect thereof; yet the said defendants have disregarded their promise and undertaking aforesaid, and have not, nor has either of them, as yet paid the said sum of money in the said notes specified, or any part thereof, although often requested so to do; but the said defendants, to pay the said plaintiffs the same, or any part thereof, have hitherto wholly neglected and refused, and still do neglect and refuse so to do, to the damage of said plaintiffs of eight thousand dollars, and therefore it brings its suit, &c.

CHEVES, TOPP & THOMPSON,
Plaintiff's attorneys.

And now, at the return term named in said suit, the said defendants, by their attorneys, pleaded in these words:

STATE OF MISSISSIPPI,
Tallahatchie county.

Circuit court, May term, 1840.

"COMMERCIAL BANK MANCHESTER
vs.
JAMES T. CROFFORD et al.

And the said defendants, by attorneys, come and defend the wrong and injury, when, &c., and say they did not undertake or promise in manner and form as the said plaintiffs *has* above thereof complained against him, and of this they put themselves upon their country, &c.

MARSH & AYRES, *For def'ts.*"

And the said plaintiffs doth the like.

CHEVES, TOPP & THOMPSON,
Defendants' *att'ys.*

Plea filed May 25th, 1840.

A. B. BETTS, *Clerk.*

And now, to wit, November 24th, 1840, this day came the parties by their attorneys, and the defendants withdraw their plea, and say nothing further in bar of plaintiffs' action. It is therefore considered by the court that the plaintiffs recover of the defendants the sum of four thousand one hundred and forty-three dollars and 93 cents damages, sustained by reason of the non-performance of the several promises and undertaking in the plaintiffs' declaration mentioned, together with their cost by them about their suit in this behalf expended, &c. Execution issue.

THE STATE OF MISSISSIPPI,
Tallahatchie county.

I, William A. Davidson, clerk of the circuit court in and for said county, do hereby certify, that the foregoing pages, from 1 to 4 inclusive, contain a true copy of the record in this case, as appears from the record in my office, in book D, pages 53 and 54.

Given under my hand and seal of office, at Charleston, 19th day of May, A. D. 1848.

W. A. DAVIDSON, *Clerk.*

Copy of executions issued out of the circuit court of Tallahatchie county, Mississippi, in the case wherein the Commercial Bank of Manchester is plaintiff, and James T. Crofford and Morgan McAfee are defendants; which is as follows:

The State of Mississippi, to the sheriff of Tallahatchie county, greeting:

We command you that, of the goods and chattels, lands and tenements, of James T. Crofford and Morgan McAfee, late of your county, you cause to be made the sum of four thousand one hundred and forty-three dollars and ninety-three cents, which the Commercial Bank of

Manchester lately, in our circuit court, recovered against them for damages, by reason of the non-performance of the promise and assumption lately made by the said James T. Crofford and Morgan McAfee to the said Commercial Bank of Manchester, with interest on the said sum at eight per centum per annum from the 24th day of November, 1840, until paid; and the sum of fourteen and $\frac{4}{100}$ dollars for their costs by them about their suit in that behalf expended, whereof the said James T. Crofford and Morgan McAfee are convicted, as appears to us of record; and that you have the said moneys before the judge of our said court, on the fourth Monday of May next, to render to the said Commercial Bank of Manchester for their damages and costs aforesaid; and have then there this writ.

Witness the honorable David O. Shattuck, presiding judge of the second judicial district for the State of Mississippi, the 4th Monday of November, 1840, and the 64th year of American independence, and seal of said court. Issued the 23d day of December, 1840.

A. B. BETTS, *Clerk.*

Clerk issuing writ, $1 00; certificate of do., 25c. -			$1 25
Certificate of filing declaration, 25; and 2 appearances 12½ -			50
Filing all the papers, 25; docketing suit 12½ -			37½
Motion for security for cost, 12½; and order for do., 12½ -			25
Do. for continuance, 12½; order of default, 12½ -			25
Order for do., 12½; motion for judgment, 12½ -			25
Entering do., 12½; entering do., 25 -			37½
Motion to withdraw plea, 12½; issuing execution, 75 -			87½
Order to withdraw plea, 12½; certif. costs, 25 - -			37½
Making up final record - - - - -			2 50
			7 00
Sh'ff entering writ in his office - - -	25		
And returning execution - - - -	50		
Executing writ on 2 defendants - - -	3 00		
			3 75
County tax on original process - - -	3 00		
Seal in writ, 25; do. in execution - - -	50		
			3 50
			$14 25

I certify that the above is a true bill of costs in this case.

A. B. BETTS, *Clerk.*

Came to hand 24th December, 1840.

JAS. ALFORD, *Sh'ff.*

Stayed by writ of error and supersedeas this 13th May, 1841.

JAS. ALFORD, *Sh'ff,*
By JONES R. ORR, *D. S.*

2d. The State of Mississippi, to the sheriff of Tallahatchie county, greeting:

We command you, as once before, that, of the goods and chattels, lands and tenements, of James T. Crofford and Morgan McAfee, late of your county, you cause to be made the sum of four thousand one hundred and forty-three dollars and ninety-three cents, which the Commercial Bank of Manchester lately, in our circuit court, recovered against them for damages by reason of the non-performance of the promise and assumption lately made by the said James T. Crofford and Morgan McAfee to the said Commercial Bank of Manchester, with interest on said sum at eight per centum per annum from the 24th day of November, 1840, until paid, and the sum of twenty 37½-100 dollars for its costs by it about its suit in that behalf expended, whereof the said James T. Crofford and Morgan McAfee are convicted, as appears to us of record; and that you have the said moneys before the judge of our said court on the fourth Monday of November next, to render to the said Commercial Bank of Manchester for its damages and costs aforesaid; and have then there this writ.

Witness the hon. David O. Shattock, presiding judge of the second judicial district for the State of Mississippi, the 4th Monday of May, 1841, and 65th year of American independence, and seal of said court. Issued the sixth day of September, A. D. 1841.

A. B. BETTS, *Clerk.*

Cost bill.

Clerk issuing writ, $1 00; certificate of do., 25 - -		$1 25
Certificate of filing declaration, 25; and 2 appearances, 12½c.		50
Filing all the papers, 25c.; docketing suit, 12½c. - -		37½
Motion for security for cost, 12½c.; order for security for costs, 12½c. - - - - - - -		25
Motion for continuance, 12½c.; order for default, 12½c. -		25
Order for continuance, 12½c.; motion for judgment, 12½c. -		25
Entering do., 12½c.; entering do., 25c. cost,		37½
Motion to withdraw plea, 12½c.; issuing execution, 75c. -		87½
Order to do., 12½c.; certificate cost, 25c. -		37½
Making up final record, $2 50; filing and taking bond for writ of error dismissed by defendant, 62½c. - -		3 12½
Issuing writ of error, and certificate of issuing same - -		1 25
Issuing supersedeas, $1 00; issuing subpœna, 37½c. -		1 37½
Filing petition for writ of error, 12½c.; issuing execution, 75c.		87½
Certificate of cost, 25c.; certif. to supersedeas, 25c. - -		50
		11 62½
Sheriff entering writ in his office - - -	25	
entering and returning 2 executions - -	1 00	
executing writ on 2 defendants, $1 50 -	3 00	
		4 50

County tax on original process - - -	3 00
Seal on writ, 25c.; seal on two executions, 50c. -	75
Seal citation writ of error and sup'as - - -	75
	$27 37

I certify that the above is a true bill of costs.

A. B. BETTS, *Clerk.*

Rec'd the 19th day of Nov., 1841.

JAMES ALFORD, *Sh'ff.*,
By JONES K. ORR, *D. S.*

Levied on, to satisfy this execution, the following property, to wit: Boy Louis and wife, Quint; and Pete, Tige, and Coy and wife, Ann; and Cato and wife, Bets Eveline, this 10th day of Nov., 1841; levied on as the property of James T. Crofford.

JAMES ALVORD, *Sh'ff.*,
By JONES K. ORR, *D. S.*

THE COMMERCIAL BANK OF MANCHESTER
vs.
JAMES T. CROFFORD, Morgan McAffee, and Joseph A. Young. } Bond.

The sheriff of Tallahatchie county, by virtue of an execution issued from the office of the clerk of the circuit court of said county, on a judgment obtained at the November term, 1841, of the circuit court of said county, for the sum of four thousand one hundred and three dollars and ninety-three cents damages, and twenty dollars and thirty-seven cents costs, in favor of the Commercial Bank of Manchester, and against James T. Crofford, Morgan McAfee, and Joseph A. Young; proceeded to levy on negro James and wife, Quint; boy Peete and wife, Giss; and boy Coy and wife, Ann; and Cato and wife, Betts; and girl Eveline, the property of the said defendants; and took forthcoming bond for the *devery* of the same, of which the following is a copy, to wit:

Know all men by these presents, that we, James T. Crofford and Morgan McAfee, principal, and Green B. Goodwin, security, are held and firmly bound unto the Commercial Bank of Manchester in the sum of eight thousand nine hundred and ninety-one dollars and sixty-three cents; for the payment of which, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated the day of November, 1841. The condition of this obligation is such, that whereas an execution of fieri facias, issued from the office of the clerk of the circuit court of Tallahatchie county, on the 6th day of September, A. D. 1841, returnable to the November term next of said circuit court, at the instance of the Commercial Bank of Manchester, plaintiff, against the goods and chattels, lands and tene

ments, of James T. Crofford and Morgan McAfee, defendants, for the sum of four thousand one hundred and three dollars and ninety-three cents, with interest thereon, to be computed at the rate of eight per centum per annum from the 24th day of November, 1840, and also the further sum of twenty dollars and thirty-seven cents costs, expended in said suit. Which execution was placed in the hands of the sheriff of Tallahatchie county, and by him levied upon the following personal property belonging to the said defendants, to wit: boy James and wife, Quint; and boy Pete and wife, Giss; and boy Coy and wife, Ann; and Cato and wife, Betts; and girl Eveline, supposed by defendant to be worth five thousand dollars; and the said James T. Crofford being desirous to retain said property until the day of sale, agreeable to the statute in such case made and provided: now, if the said James T. Crofford shall have forthcoming, and well and truly deliver to the said sheriff of Tallahatchie county, at the court-house thereof, the above described property, on the 22d day of November, 1841, by twelve o'clock, noon, it being the day appointed for the sale of said property to satisfy the above execution, interest, and costs; also fifty cents for this bond, then the above obligation to be void; but in case he fail therein, and forfeit said bond, then the said James T. Crofford, defendant, and securities, shall be liable for the above *united* execution and cost, and this bond to be and remain in full force and virtue, the day above written.

JAMES T. CROFFORD, [L. S.]
MORGAN McAFEE, [L. S.]
JAS. A. YOUNG. [L. S.]

The principal and obligors of the within bond have failed to deliver the property as within described on the day therein named, therefore this bond is forfeited. November 22, 1841.

JAS. ALFORD, *Shf.*,
By J. K. ORR, *D. S.*

Which bond, together with the execution, was returned to the clerk's office of said county, and the same was forfeited, which, according to the statute in such case made and provided, hath the force and effect of a judgment. It is therefore considered that the said Commercial Bank of Manchester recover of the said James T. Crofford, Morgan McAfee, and Joseph A. Young, and their co-obligor the amount of said judgment, including all damages and cost, together with the costs in this behalf expended. Recorded in record book B, pages 216 and 217.

The State of Mississippi, to the sheriff of Tallahatchie county, greeting:

Whereas the Commercial Bank of Manchester, Mississippi, lately by the judgment of the circuit court of Tallahassee county, recorded against James T. Crofford and Morgan McAffee the sum of four thousand

three hundred and twenty-eight dollars and 31 cents, including damages; and whereas the sheriff of Tallahatchie hath levied upon certain personal property of said defendant, to wit, boy Lewis and wife, Quint; Pete, Sys, Coy and wife, Ann; Cato and wife, Bets; and Eveline, in obedience to an execution issued upon said judgment, and taken forthcoming bond for the delivery of said property at the time and place therein appointed, with Joseph A. Young as their securities; and whereas the sheriff of Tallahatchie county hath returned to the clerk's office of said court the said bond, and that the *sum* is forfeited, which hath the force and effect of a judgment, according to the statute in such cases made and provided.

We therefore command you, that of the goods and chattels, lands and tenements, of the said James T. Crofford, Morgan McAfee, and Joseph A. Young, you cause to be made the sum of four thousand three hundred and twenty-eight $\frac{31}{100}$ dollars, with interest at the rate of eight per cent. per annum on four thousand one hundred and forty-three and $\frac{93}{100}$ dollars, the original judgment part thereof, from the 24th day of November, A. D. 1840, until paid; and also the further sum of five dollars and twenty-five cents, clerk's and sheriff's fees, further in this behalf expended; and that you have the said sums of money before the judge of our said court, at the court-house of Tallahatchie county, on the fourth Monday of May next, to render to the said Commercial Bank, in satisfaction of said judgment, damages, and costs; and have then there this writ.

Witness the honorable Benjamin F. Caruthers, judge of the second judicial district of this State, the 4th Monday of November, A. D. 1841, and seal of said court.

[L. S.]

Issued the seventh day of January, A. D. 1842.

A. B. BETTS, *Clerk.*

Original judgment 24th day of November, 1840 - - 4,143 93
Judgment on bond 22d day of November, 1841 - - 4,328 21

Clerk's bill of costs.

Issuing writ, $1.00; certificate of do., 25 cts. - -	1 25
Docketing suit, 12½ cents; filing all the papers, 25 -	37½
Order of default, 12½; motion for judgment, 12½ - -	25
Entering 2 appearances, 12½ - - - -	25
Filing petition for writ error - - - -	12½
Certificate of filing declaration, 25 cts. - - -	25
Entering motion for security for cost - - -	12½
" order " " - - -	12½
" motion to continue, 12½ - - -	12½
" order to continue, 12½ - - -	12½
" motion to withdraw plea, 12½ - -	12½
" order to withdraw plea, 12½ - - -	12½
Certificate of filing the bond for writ of error - -	25

Issuing writ of error, $1, and certificate of do.		1 25
Entering one continuance		12½
Making up final record		2 50
Entering judgment		25
Issuing 2 executions, 75 cts.; one certificate costs, 25 cts.		2 00
Taking bond for writ of error		37
Issuing writ of supersedeas		1 00
Issuing citation		37½
Certificate of taking bond on supersedeas		25
		11 62½

Sheriff's fees.

Entering writ in his office, 25	25	
Executing writ on 2 defendants, 1 50 each	3 00	
Returning 2 executions, 25 cents ea.	50	
Entering 2 executions in his office, 25 each	50	
		4 25
County tax on original process	3 00	
Seal on citation, &c.	75	
Seal on 2 executions, 25 cents each; on writ, 25	75	
		4 50
		20 37½

Additional costs of clerk.

Recording forfeited bond and certificate	1 00	
Judgment, 25 cents; issuing this execution, 75	1 00	
Certificate of cost, 25 cents	25	
Certificate of no security of any kind to be taken	25	
		2 50
County tax seal on execution, 25 cents		25

Sheriff.

Levying execution, 1 50	1 50	
Taking forthcoming bond, 50	50	
Returning one execution, 25 cts.; entering do. on bond, 50	50	
		2 50
		$25 62½

I certify the above bill of costs to be a true copy from the record.

A. B. BETTS, *Clerk.*

Received 12th January, 1842.

JAS. ALFORD, *Sheriff.*

Levied the W. ½ and N. E. ¼ sec. 3; the W. ½ and N. E. ¼ sec. 4, T. S. 24, range 3 east; S. E. ¼ sec. 33; S. W. ½ sec. 34, T. S. 25, range 3 east; the S. E. ¼ sec. 15, T. S. 24, range 3 east, as the property of James T. Crofford, to satisfy this execution and all costs, this 20th April, A. D. 1842.

JAMES ALFORD, *Sheriff*,
By JNO. H. MONTGOMERY, *D. S.*

JAMES ALFORD, *Sheriff, Tallahatchie county.*

SIR: I claim the valuation law in the cases of Commercial Bank of Manchester vs. James T. Crofford and securities, and Seborn Jenkins vs. James T. Crofford, and I appoint Jesse McAfee, on my part, as appraiser, this April 28th, A. D. 1842, to appraise the following lands: The W. ½ and N. E. ¼ sec. 3; the W. ½ and N. E. ¼ sec. 4, T. S. 24, range 3 east; S. E. ¼ sec. 33; S. W. ¼ sec. 34, T. S. 25, range 3 east; the S. E. ¼ sec. 15, T. S. 25, range 3 east.

JAS. T. CROFFORD.

JAMES ALFORD, *Sheriff, Tallahatchie county.*

SIR: I waive the necessity of advertising the above stated lands. Witness my hand and seal.

JAS. T. CROFFORD.

Test: EDWIN E. ARMSTRONG.

The above described property offered for sale, and did not bring two-thirds of its appraised value, this 16th day of May, A. D. 1842.

JAMES ALFORD, *Sheriff*,
By JOHN H. MONTGOMERY, *D. S.*

4th. The State of Mississippi, to the sheriff of Tallahatchie county, greeting:

We command you that you expose to sale those goods and chattels, lands and tenements, of James T. Crofford, Morgan McAfee, and Joseph A. Young, to wit: The W. ½ and N. E. ¼ of section 3; the W. ½ and N. E. ¼ of section 4; and S. E. ¼ of section 15, all in township 24, of range 3 east; the southeast ¼ of section 33; S. W. ¼ of section 34, township 25, range 3 east, the property of James T. Crofford, which, according to our command, you have taken, and which remains in your hands unsold, as you have certified to the judge of our circuit court, to satisfy the Commercial Bank of Manchester, Mississippi, the sum of four thousand one hundred and forty-three dollars and ninety-three cents, with interest on the said sum, at the rate of eight per cent. per annum, from the 24th day of November, A. D. 1840, until paid; and the further sum of twenty-eight dollars and 87½ cents, clerk's and sheriff's fees, further in this behalf expended; whereof, in our said court, it has recovered execution against the said James T.

Crofford, Morgan McAfee, and Joseph A. Young, by virtue of a judgment in the said court; and that you have the said moneys before the judge of our said court on the fourth Monday of November next, to render to the said Commercial Bank of Manchester, Mississippi, for debt, damages, and costs aforesaid, and have then there this writ.

Witness the honorable Benjamin T. Caruthers, judge of the second judicial district of this State, the fourth Monday of May, in the year of our Lord one thousand eight hundred and forty-three, and seal of said court.

Issued the 9th day of June, A. D. 1843.

A. B. BETTS, *Clerk.*

Clerk's bill of cost.

Issuing writ capias ad respondendum		1 00
Certificate of cause of action		25
Docketing in this case, 12½; order default, 12½		25
Entering continuance, 12½; motion for judgment, 12½		25
Filing all the papers, 25; order for continuance, 12½		37½
Entering 2 appearances, 12½; motion for continuance, 12½		37½
Filing petition for writ of error		12½
Entering motion and order for security of costs		25
Certificate of filing the bond for writ of error		25
Entering judgment		25
Issuing writ of error and certificate		1 25
Issuing 4 executions, 75; judgment on bond, 25		3 25
Recording final judgment		2 50
Certificate of filing declaration		25
Certificate of 4 bills of costs		1 00
2 certificates of no security to be taken		50
Motion and order to withdraw plea		25
Recording forfeited bond and certificate		1 00
Issuing supersedeas and citation and certificate		1 62½
Taking bond		37½
		15 37½

Sheriff's bill of cost.

Serving writ of capias ad respondendum on defendant		3 00
Entering said writ in his office		25
Levying 2 executions, 1 50; taking bond, 50		3 50
Entering and returning 1 vendue		50
Entering and returning 3 executions		1 50
		8 50
Seals on citation, &c., 75	75	
Jury tax on original process	3 00	
Seals on writ, 25	25	

4421.

Seal on 3 executions, 25 - - - - 75

4 75

Judgment 24th day of November, 1848. 28 87½

I hereby certify the above to be a true copy of the bill of costs in this case.

A. B. BETTS, *Clerk.*

Came to hand 17th June, A. D. 1843.

JAMES ALFORD, *Sheriff,*
By J. K. ORR, *D. S.*

Levied on, to satisfy this venditioni exponas and all costs, the following described lands, to wit: W. ½ and N. E. ¼ of section 3; W. ½ and N. E. ¼ of section 4; and S. E. ¼ of section 15, all in township 24, range 3 east; S. E. ¼ of section 33; S. W. ¼ of section 34, township 25, range 3 east, as the property of James T. Crofford, this June 17th, A. D. 1843.

JAMES ALFORD, *Sheriff,*
By JONES K. ORR, *D. S.*

The above land offered for sale on the 2d day of October, 1843, at the court-house door, in the town of Charleston, and the same was bid off by G. B. Goodwin at quarter cent per acre.

JAMES ALFORD, *Sheriff,*
By JONES K. ORR, *D. S.*

The State of Mississippi, to the sheriff of Tallahatchie county, greeting.

Whereas the Commercial Bank of Manchester, Mississippi, lately, by the judgment of the circuit court of Tallahatchie county, recovered against James T. Crofford the sum of four thousand three hundred and twenty-eight dollars and 21 cents, including damages and costs; and whereas the sheriff of Tallahatchie county hath levied upon certain personal property of said defendant, to wit, boy Lewis and wife, Quint; Tip, Pete, boy and wife, Ann; Cato and wife, Bets; and Eveline, in obedience to an execution issued upon said judgment, and taken forthcoming bond for the delivery of said property at the time and place herein appointed, with Joseph A. Young as their securities; and whereas the sheriff of Tallahatchie county hath returned to the clerk of said court the said bond, and that the same is forfeited, which hath the force and effect of a judgment according to the statute in such cases made and provided; we therefore command you, as once before, that of the goods and chattels, lands and tenements, of the said James T. Crofford, Morgan McAfee, and Joseph A. Young, you cause to be made the sum of four thousand one hundred and forty-three dollars and ninety-three cents, the original judgment part thereof, from the 24th day of November, A. D. 1840, until paid; and also the further sum of $12 25 cents, clerk's and sheriff's fees further in this behalf

expended; and that you have the said sums of money before the judge of our said court at the court-house of Tallahatchie county, on the 4th Monday of April next, to render to the said Commercial Bank, in satisfaction of said judgment, damages, and costs; and have then and there this writ.

Witness the honorable Benjamin F. Caruthers, judge of the second judicial district of this State, the fourth Monday of October, in the year of our Lord one thousand eight hundred and forty-three, and seal of said court.

Issued the 21st day of February, A. D. 1844.

A. B. BETTS, *Clerk.*

Original judgment 24th day of Nov'r, 1840, $4,143 93.

Clerk's bill costs.

Issuing writ of capias ad respondendum		1 00
Certificate of cause of action, 25 c.; docketing in this case, 12½		37½
Filing petition, 12½; order and motion for security for costs, 25		37½
Filing all the papers, 25; certif. of issuing error, 25 c.		50
Entering motion and order for continuance		25
Entering order default, 12½; motion for jury, 12½		25
Certificate of filing bond for writ of error		25
Certificate of filing declaration		25
Continuance, 12½; entering motion and order to withdraw plea, 25		37½
Issuing citation, 37½; making up final record, 2 50		2 87½
Issuing 2 executions, 75; 2 certificates, cost		1 75
Issuing writ of supersedeas		1 00
Taking bond for writ of error, 50		50
Certificate of taking bond on supersedeas		25
		11 62½

Sheriff's fees.

Entering writ in his office, 25		25
Executing writ on 2 defendants, 150 each		3 00
Entering and returning 2 executions		1 00
		4 25
County tax on original process	3 00	
Seal on 4 writs, 25 cts.; seal on 2 executions, 25	1 50	
	$4 50	4 50
		20 37

Judgment on bond, 22d day of Nov. 1841, $4,328 21.

Additional cost of clerk.

Issuing 2 executions and 1 venditioni - - -	2 25
Recording forfeited bond and certificate - - -	1 00
Judgment of no security to be taken, 25 cts.; 1 seal -	1 00

Sheriff's costs.

Levying 3 executions, $1 50, and forthcoming bond -	5 00
Executing and returning 4 executions - - -	2 00
	12 25
	$32 62

I hereby certify the above to be a true copy of the bill of cost in this case.

A. B. BETTS, *Clerk.*

Came to hand 20th February, 1844.

G. W. JOHNSON, *Sheriff.*

Levied on, to satisfy this execution and all costs, the following property, to wit: Negro man John, and his wife, Matilda, and her daughter Hannah; negro man Henry, Jo, Cato and his wife, Betsy, and her child, Allen; man Charles, woman Nelly, girl Nancy, Jack, McKee, this April the 2d, A. D. 1844, as the property of James T. Crofford.

G. W. JOHNSON, *Sheriff.*

This writ is stayed by writ of injunction, April 22d, *April*, 1844.

G. W. JOHNSON, *Sheriff.*

No. 6. The State of Mississippi, to the sheriff of Tallahatchie county, greeting:

We command you that you expose to sale those goods and chattels, lands and tenements, of James T. Crofford, Morgan McAfee, and Joseph A. Young, to wit: Negro man John, and his wife, Matilda, and her daughter, Hannah; negro man Henry, Jo, Cato, and his wife, Betsy, and her child, Allen; man Charles, woman Nelly, girl Nancy, Jack, McKee, levied on as the property of James T. Crofford. To the value of which, according to our command, you have taken, and which remain unsold, as you have certified to the judge of our circuit court, to satisfy the Commercial Bank of Manchester, Mississippi, the sum of four thousand one hundred and forty-three dollars and 93 cents, with interest on the said last mentioned sum at the rate of eight per cent. per annum, from the 24th day of November, 1840, until paid, and the further sum of thirty-four dollars and eighty-seven and a half cents, clerk's and sheriff's fees, further in this behalf expended. Whereof in our said court it has recovered execution against the said James T.

Crofford, Morgan McAfee, and Joseph A. Young, by virtue of a judgment in the said court, and that you have the said moneys before the judge of our said court, on the 1st Monday of June next, to render to the said Commercial Bank of Manchester, Mississippi, debt, damages, and costs aforesaid, and have then there this writ.

Witness the honorable B. F. Caruthers, judge of the second judicial district of this State, the 4th Monday of October, in the year of our Lord one thousand eight hundred and forty-five, and seal of said court, issued the 18th day of February, A. D. 1846.

A. B. BETTS, *Clerk.*

Clerk's bill of costs.

Issuing writ of capias ad respondendum		1 00
Certificate of cause of action		25
Docketing in this case, 12½; order of default, 12½		25
Entering continuance, 12½; motion for judgment, 12½		25
Filing all the papers, 25; order for continuance, 12½		37½
Filing petition, 12½; certificate, 25		37½
Entering motion and order for security for cost		25
Issuing writ of error, 1 00		1 00
Certificate to writ of error		25
Entering judgment, 25		25
Issuing citation, 37½; taking bond, 50		87½
Issuing 4 executions, 75; and judgment on bond, 25		3 25
Recording final judgment		2 50
Certificate of filing declaration		25
Certificates of six bills of cost		1 50
4 certificates, no security to be taken, 25 each		1 00
Motion and order to withdraw plea		25
Recording forfeited bond and certif. thereof		1 00
Issuing writ of supersedeas		1 00
Certificate of bond and security having been given		25
Issuing 2 venditioni exponas, ⅛, ⅛		1 25
		17 62½

Sheriff's bill of costs.

Serving writ of capias ad respondendum on 2 def'ts		3 00
Entering said writ in his office		25
Levying 4 executions, 1 50; taking delivery bond		6 50
Entering and returning 6 executions		3 00
		12 75
Jury tax on original process	3 00	
Seals on 4 writs, 25	1 00	
Seals on 2 executions, 25	50	
		4 50
		$34 87½

Judgment 24th day of Nov., 1840.

I hereby certify the above to be a true copy of the bill of costs in this case.

A. B. BETTS, *Clerk.*

Came to hand February 20th, 1846.

G. W. JOHNSON, *Sheriff.*

The property made mention of in this venditioni has been removed from the State; having been informed by counsel that I could not retain the property in my possession, having no process in my hands at the time of its removal, therefore the property is not found in my county, June 2d, 1846.

G. W. JOHNSON, *Sheriff.*

And by leave of the court the sheriff amends his return as follows: That the negroes levied on named in this writ were returned to the possession of the defendant, Crofford, at the time of service of writ of injunction, as stated in a return on a former fi. fa.

G. W. JOHNSON, *Sheriff.*

7th. The State of Mississippi, to the sheriff of Holmes county, greeting:

Whereas the Commercial Bank of Manchester, Mississippi, lately by the judgment of the circuit court of Tallahatchie county, recovered against James T. Crofford and Morgan McAfee the sum [of] four thousand three hundred and twenty-eight dollars and 21 cents, including damages and costs. And whereas the sheriff of Tallahatchie county hath levied on certain personal property of said defendant, to wit: Boy Lewis and wife, Quint; Pete, Typ, Coy and wife, Ann; Cato and wife, Betts, and Eveline, in obedience to an execution issued upon said judgment, and taken forthcoming bond for the delivery of said property at the time and place therein appointed, with Joseph A. Young, as their security. And whereas the sheriff of said county hath returned to the clerk's office of said county the said bond, and that the same is forfeited, which hath, according to the statute in such case made and provided, the force and effect of a judgment against the principal and obligors. We therefore command you, as we have many times before commanded the sheriff of Tallahatchie, that of the goods and chattels, lands and tenements, of the said James T. Crofford, Morgan McAfee, and Joseph A. Young, you cause to be made the sum of four thousand three hundred and twenty-eight and $\frac{21}{100}$ dollars, with interest thereon at the rate of eight per cent. per annum, on four thousand one hundred and forty-three and $\frac{95}{100}$ dollars, the original judgment part thereof, from the 24th day of November, A. D. 1840, until paid; and also the further sum [of] fifteen dollars and 12 cents clerk's and sheriff's fees, further in this behalf expended; and that you have the said sum of money before the judge of our said court, at the court-

house of Tallahatchie county, in the town of Charleston, on the 1st Monday after the 4th Monday, November, 1846, to render to the said Commercial Bank of Manchester, Mississippi, in satisfaction of said judgment, damages, and costs, and have then there this writ.

Witness the honorable Francis M. Rogers, presiding judge of the 6th judicial district of the State of Mississippi, the 1st Monday after the 4th Monday of May, A. D. 1846, and the 70th year of American independence and seal of said court, issued the 5th day of June, A. D. 1846.

A. B. BETTS, *Clerk.*

Original judgment, 24th day of November, 1840 - $4,143 93

Clerk's bill of costs.

Issuing writ, $1 00; certificate of cause of action, 25 -		1 25
Docketing suit, 12½ cents; filing papers, 25 - -		0 37½
Order default, 12½ cents; motion for judgment, 12½ -		0 25
Filing petition for writ of error - - -		0 12½
Two appearances, 12½ cents - - - -		0 25
Entering motion, and order for security of costs - -		0 25
Certificate, filing declaration, 25; final judgment, 25 -		0 50
Certificate, filing bond for writ [of] error - -		0 25
Issuing writ of error and certificate - - -		1 25
Making up final record, 2 50; certificate of taking bond, 25 - - - - - - -		2 75
Entering motion to withdraw plea, 12½; order to do. 12½		0 25
Issuing two executions, 75 each; two certificates cost 25 each - - - - - -		2 00
Taking bond for writ of error - - - - -		0 50
Issuing supersedeas, 1 00; citation, 37½ - -		1 37½
		11 62½

Judgment on forfeited, 22d day Nov., 1841, $4,328 21

Sheriff's original cost.

Entering writ in his office, 25 - -	0 25	
Executing writ on two defendants, 1 50 -	3 00	
Entering and returning two executions, 50 -	1 00	
		4 25
Jury tax - - - - - -	3 00	

Clerk's additional cost.

Record'g forfeited bonds, certificate thereon, 25	1 00	
Judgment on bond forfeited, 25; 5 certificate's cost - - - - -	1 50	
Five certificates, no security to be taken, 25 -	1 25	
Issuing 5 executions, three 75 each, two 50 -	2 87½	
		6 62

Sheriff.

Levying 5 executions, $1 50 each; forthcoming bond, 50	6 50
Entering and returning 4 executions, 50 cents each -	2 00
	15 12½
	$34 00

I hereby certify, that the above is a true copy of the bill of costs in this case, as appears from the record in this office.

A. B. BETTS, *Clerk.*

The State of Mississippi, to the sheriff of Tunica county, greeting:

Whereas the Commercial Bank of Manchester, Mississippi, lately, by the judgment of the circuit court of Tallahatchie county, recovered against James T. Crofford and Morgan McAfee the sum of four thousand three hundred and twenty-eight dollars and twenty-one cents, including damages and costs; and whereas the sheriff of Tallahatchie county hath levied upon certain personal property of said defendant, to wit: boy Lewis and wife, Quint; Pete, Lys, Coy and wife, Ann; Cato and wife, Betts; and Eveline, in obedience to an execution issued upon said judgment, and taken forthcoming bond for the delivery of said property at the time and place therein appointed, with Joseph A. Young as their security. And whereas the sheriff of Tallahatchie county hath returned to the clerk's office of said court the said bond, and that the same is forfeited, which hath the force and effect of a judgment, according to the statute in such case made and provided; we therefore command you, as we have often before done, that of the goods and chattels, lands and tenements, of the said James T. Crofford, Morgan McAfee, and Joseph A. Young, you cause to be made the sum of four thousand three hundred and twenty-eight and $\frac{21}{100}$ dollars, with interest at the rate of eight per cent. per annum, on four thousand one hundred and forty-three and $\frac{33}{100}$ dollars, the original judgment part thereof, from the 24th day of Nov., A. D. 1840, until paid. And also the further sum of thirty-four dollars 121, *dollars* clerk's and sheriff's fees, further in this behalf expended, and that you have the said sums of money before the judge of our said court, at the court-house of Tallahatchie county, on the first Monday after the fourth Monday of November next, to render to the said Commercial Bank in satisfaction of said judgment, damages, and costs, and have then there this writ.

Witness the honorable Francis M. Rogers, judge of the sixth judicial district of this State, the first Monday after the fourth Monday of May, A. D. 1846.

Issued the 24th day of September, A. D. 1846.

A. B. BETTS, *Clerk*,
By M. WALTON WATKINS, *Dy. clk.*

Original judgment, 24th day of November, 1840 - $4,113 33
Judgment on bond, 22d day of Nov., 1841, $4,328 21

Clerk's bill of cost.

Issuing writ, $1; certificate, 25 cts; docketing case, 12½ c.		1 37½
Filing petition, 12½; motion for security for costs, 25		0 37½
Filing all the papers, 25 cts.; certificate of issuing errors, 25 cents		0 50
Entering motion, and order for continuance		0 25
Entering order of default, 12½; motion for judgment		0 25
Entering two appearances, 12½; issuing writ of error, 1 00		1 25
Certificate of filing bond for writ of error		0 25
Certificate of declaration, 25 c.; one continuance, 12½		0 37½
Filing motion, and order to withdraw plea		0 25
Issuing citation, 3s.; making up final record, 2 50; judgment, penal		3 12½
Issuing two executions, 75; two certificates cost 25c.		2 00
Issuing writ of supersedeas, $1; taking bond for writ [of] error, 50		1 50
Certificate of taking bond on supersedeas		0 25
		11 87½

Sheriff's fees.

Entering writ in his office, 25; executing writ, 3 00		3 25
Entering and returning two executions		1 00
		4 25
County tax on original process	$3 00	
Seal on four writs, e. 25; two executions, e. 2s.	1 50	
		4 50

Additional cost of clerk.

Issuing three executions and one vendi.	$3 00	
Recording bond and certificate	1 00	
Judgment, 25 cts.; 4 certificates, cost e. 25	1 25	
Four certificates, no security to be taken	1 00	
One seal	0 25	
		6 50

Sheriff's cost.

Levying three executions, e. 1 50, and forthcoming bond	5 00
Entering and returning four executions, 2	2 00
At expense of plaintiff	$34 12½

Issuing this execution	0 75
Certificate, no security to be taken	0 25
	$1 00

I hereby certify the above to be a true copy of the bill of costs in this case.

A. B. BETTS, *Clerk*,
By M. WALTON WATKINS, *Deputy*.

Came to hand the 10th October.

R. J. THORNTON, *Sheriff*.

Levied the 12th day of October, 1846, on the following negroes, to wit: Hannah, George, her child; Malisa, two children, Vincent [and] Jane; Coleman and wife Elizabeth, and Nancy.

R. J. THORNTON, *Sheriff*.

Levied on one boy, Pete, 13th October.

R. J. THORNTON, *Sheriff*.

The 15th October one negro woman, Ann, and girl n'd Mary.

R. J. THORNTON, *Sheriff*.

Levied the 20th October, on James, Kelm, Milen, Young Hannah, Betsy, Edmund.

R. J. THORNTON, *Sheriff*.

Levied the 21st October on Westly and Cato.

R. J. THORNTON, *Sheriff*.

Levied the 23d October on Eli.

R. J. THORNTON, *Sheriff*.

Sale of the above negroes, the 2d day of November, 1846, it being the first Monday in the month; all sold except Ann and Eli; sale postponed till the third Monday in November, 1848, on the two negroes.

R. J. THORNTON, *Sheriff*.

The boy John released, by plaintiff taking him in possession.

R. J. THORNTON, *Sheriff*.

STATE OF MISSISSIPPI, *Tunica county*.

[I,] James McPherson, clerk of the circuit court in and for said county, certify, that the within judgment, wherein the Commercial Bank of Manchester is plaintiff, and James T. Crofford and Morgan McAfee are defendants, was presented to me, at my office, for enrolment, and duly enrolled on book A, pages 11 and 12, on the 12th day of October, 1846.

Given under my hand and seal of said circuit court the same day above written.

JAMES McPHERSON, *Clerk*.

All of the negroes sold, except Ann and Eli, for six thousand one hundred and thirty-two dollars.

R. J. THORNTON, *Sh'ff.*

The within execution is satisfied in full, this 16th day of November, 1846.

R. J. THORNTON, *Sh'ff.*

Received from R. J. Thornton, sheriff of Tunica county, six thousand two hundred and thirty-three $\frac{33}{100}$ dollars on the within execution, this 2d November, 1846.

MADISON McAFEE,
Agent Commercial Bank.

THE STATE OF MISSISSIPPI,
Tallahatchie county.

I, William Davidson, clerk of the circuit court in and for said county, do hereby certify, that the foregoing pages, from No. 1 to 22, inclusive, contain a true copy of all the executions in this case, to wit, the Commercial Bank Manchester, against James T. Crofford and others, 18 in number,) together with all the endorsements and returns of sheriff, as they appear on file in my office, numbered 327; also a true transcript of the record of the forthcoming bond, and the judgment thereon, as appears by the record of judgments on forfeited bonds in book, pages 216 and 217; also a copy of the papers filed among the excutions claiming the valuation law.

Given under my hand and seal of office, at Charleston, this 19th May, A. D. 1848.

W. A. DAVIDSON, *Clerk.*

THE STATE OF MISSISSIPPI,
Tallahatchie county.

I, Francis M. Rogers, judge of the 6th judicial district, in and for said State of Mississippi, do hereby certify, that William A. Davidson is, and was at the time of signing the above certificate, circuit clerk for the county of Tallahatchie, and his acts are entitled to full faith and credit.

Given under my hand and seal at Charleston, this 18th day [of] May, A. D. 1848.

FRANCIS M. ROGERS, [SEAL.]
Judge of 6th judicial dist. of Mi.

The defendants next introduced the deposition of J. J. Hughes, and read to the jury in the words and figures following:

The UNITED STATES OF AMERICA,
Northern district of Mississippi, ss:

Be it remembered, that on this twenty-eighth day of November, in the year of our Lord one thousand eight hundred and forty-eight, before me, Nathaniel J. Nye, a commissioner duly appointed on the

day of November, 1847, by the circuit court of the United States, for the southern district of Mississippi, under and by virtue of the acts of Congress, entitled "an act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed 20th February, 1812; and an act of Congress, entitled "an act, in addition to an act, entitled an act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed March 1, 1817; and the act entitled "an act to establish the judicial courts of the United States," passed September 24, 1789, personally appeared Jefferson J. Hughes, a person of sound mind and lawful age, a witness for the defendants in a civil suit, now depending in the district court of the United States, in and for the northern district of Mississippi, wherein James T. Crofford is plaintiff, and Morgan McAfee et als. are defendants; and the said Jefferson J. Hughes being by me first carefully examined, and cautioned, and sworn to testify the whole truth, and nothing but the truth, did depose and say:

That he was the cashier of the Commercial Bank of Manchester from the time said bank commenced business in 1836, up to the fall of 1844; and that said bank did, on the 22d day of June, 1838, discount for James J. Crofford, his (said Crofford's) note for $3,613 $\frac{75}{100}$, and to which note Morgan McAfee and John Colbert were the securities or joint drawers for said Crofford. That said not was not paid by said Crofford when it fell due, and was subsequently put in suit by said Commercial Bank of Manchester; and further this deponent saith not.

J. J. HUGHES.

Sworn to and subscribed before me, this 28th day of November, 1848.

N. G. NYE, *Com'r.*

The UNITED STATES OF AMERICA,
Southern district of Mississippi, ss:

I, Nathaniel G. Nye, a commissioner duly appointed by the circuit court of the United States, for the southern district of Mississippi, for the purpose, and under the acts of Congress, mentioned in the *the* caption, do hereby certify, that the reason for taking the foregoing deposition is, that the witness lives in Yazoo city, State of Mississippi, more than one hundred miles from Pontotoc, State of Mississippi, the place of trial of the cause for and in which said deposition is taken and is necessary.

I further certify, that no notification was made out and served on James T. Crofford, the plaintiff, or adverse party, or his attorneys, to be present at the taking of the deposition, and to put interrogatories if he or they may think fit; and that no notification of the time and place of taking the said depositions was made out and served on the said James T. Crofford, the plaintiff, or adverse party, because neither the said adverse party, nor his attorneys, were at the time of taking the said deposition, within one hundred miles of Yazoo county, Mississippi, the place of taking the said deposition.

I further certify, that on this 28th day of November, A. D. 1848, I was attended by the witness, who is of sound mind and lawful age, and the witness was by me carefully examined, and cautioned, and sworn to testify the whole truth, and the depositions was by me reduced to writing in the presence of the witness, and, after carefully reading the same to the witness, he subscribed the same in my presence. I have retained the said deposition in my possession for the purpose of sealing up, directing, and forwarding the same with my own hand to the court for which the same was taken.

I further certify, that I am not of counsel or attorney to either of the parties in said deposition and captioned named, or in any way interested in the event of the said civil cause named in the caption.

In testimony whereof I have hereunto set my hand and seal.

N. G. NYE, [SEAL.]
Commissioner U. S. D. C.

The defendants next introduced the deposition of J. W. Barnett, in the words and figures following, and read the same to the jury, which is in the words and figures following:

The UNITED STATES OF AMERICA,
Southern district of Mississippi, ss:

Be it remembered, that on this twenty-seventh day of November, in the year of our Lord one thousand eight hundred and forty-eight, before me, Nathaniel G. Nye, a commissioner duly appointed on the day of November, 1847, by the circuit of the United States, in and for the southern district of Mississippi, under and by virtue of the acts of Congress, entitled "an act for the more convenient taking of and affidavits and bail in civil causes depending in the courts of the United States," passed 20th February, 1812; and the act of Congress, entitled "an act, in addition to an act, entitled 'an act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed March 1, 1817; and the act, entitled "an act to establish judicial courts of the United States," passed September 24, 1789, personally appeared James W. Barnett, a person of sound mind and lawful age, a witness for the defendants in a civil suit now depending in the district court of the United States, in and for the northern district of Mississippi, wherein James T. Crofford is plaintiff, and Morgan McAfee et al. are defendants; and the said James W. Barnett being by me first carefully examined, and cautioned, and sworn to testify the whole truth, and nothing but the truth, did depose and say:

That on the 24th of November, 1840, the Commercial Bank of Manchester recovered a judgment against James T. Crofford, and Morgan McAfee, in the circuit court of Tallahatchie county, Mississippi, for the sum of $4,143\frac{43}{100}$, and that the said judgment with interest thereon amounting to $2,076\frac{77}{100}$, making the sum of $6,220\frac{1}{100}$ in all, was paid by Morgan McAfee to the assignees of said Commercial Bank of Manchester, on the 11th day of September, 1846; that witness was one

of the assignees of said bank at that time; that when said judgment was paid by Morgan McAfee it was at his (said McAfee's) request, assigned by the assignees of said bank to Madison McAfee; and further this deponent sayeth not.

J. W. BARNETT.

Sworn to and subscribed before me, this 27th Nov'r, 1848.

N. G. NYE, *Comm'r, &c.*

THE UNITED STATES OF AMERICA,
Southern district of Mississippi, ect:

I, Nathaniel G. Nye, a commissioner duly appointed by the circuit court of the United States, for the southern district of Mississippi, for the purposes and under the acts of Congress mentioned in the caption, do hereby certify, that the reason for taking the foregoing deposition is, that the witness lives in Yazoo city, State of Mississippi, more than one hundred miles from Pontotoc, State of Mississippi, the place of trial of the cause for and in which said deposition is taken and is necessary.

I further certify, that no *satisfaction* was made out and served on James T. Crofford, the plaintiff, or adverse party, or his attorneys, to be present at the taking of the deposition, and to put interrogatories if he or they may think fit; and that no notification of the time and place of taking the said deposition was made out and served on the said James T. Crofford, the plaintiff, or adverse party, because either the said adverse party, nor his attorneys, was at the time of taking the said deposition within one hundred miles of Yazoo city, Mississippi, the place of taking the said deposition.

I further certify, that on this 27th day of November, A. D. 1848, I was attended by the witness, who is of sound mind and lawful age, and the witness was by me carefully examined, and cautioned, and sworn to testify the whole truth, and the deposition was by me reduced to writing in the presence of the witness, and, after carefully reading the same to the witness, he subscribed the same in my presence. I have retained the said deposition in my possession for the purpose of sealing up, directing, and forwarding the same with my own hand to the court for which the same was taken. I further certify, that I am not of counsel or attorney to either of the parties in said deposition and captioned named, or in any way interested in the event of the said civil cause named in the caption.

In testimony whereof I have hereunto set my hand and seal.

N. G. NYE, [SEAL.]
Commissioner U. S. C. C.

The defendant next introduced John H. Montgomery, who, being first duly sworn, testified as follows:

John H. Montgomery's evidence.

John H. Montgomery proved that the negroes named in the declara-

I further certify, that on this 28th day of November, A. D. 1848, I was attended by the witness, who is of sound mind and lawful age, and the witness was by me carefully examined, and cautioned, and sworn to testify the whole truth, and the depositions was by me reduced to writing in the presence of the witness, and, after carefully reading the same to the witness, he subscribed the same in my presence. I have retained the said deposition in my possession for the purpose of sealing up, directing, and forwarding the same with my own hand to the court for which the same was taken.

I further certify, that I am not of counsel or attorney to either of the parties in said deposition and captioned named, or in any way interested in the event of the said civil cause named in the caption.

In testimony whereof I have hereunto set my hand and seal.

N. G. NYE, [SEAL.]
Commissioner U. S. D. C.

The defendants next introduced the deposition of J. W. Barnett, in the words and figures following, and read the same to the jury, which is in the words and figures following:

The UNITED STATES OF AMERICA,
Southern district of Mississippi, ss:

Be it remembered, that on this twenty-seventh day of November, in the year of our Lord one thousand eight hundred and forty-eight, before me, Nathaniel G. Nye, a commissioner duly appointed on the day of November, 1847, by the circuit of the United States, in and for the southern district of Mississippi, under and by virtue of the acts of Congress, entitled "an act for the more convenient taking of and affidavits and bail in civil causes depending in the courts of the United States," passed 20th February, 1812; and the act of Congress, entitled "an act, in addition to an act, entitled 'an act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States,'" passed March 1, 1817; and the act, entitled "an act to establish judicial courts of the United States," passed September 24, 1789, personally appeared James W. Barnett, a person of sound mind and lawful age, a witness for the defendants in a civil suit now depending in the district court of the United States, in and for the northern district of Mississippi, wherein James T. Crofford is plaintiff, and Morgan McAfee et al. are defendants; and the said James W. Barnett being by me first carefully examined, and cautioned, and sworn to testify the whole truth, and nothing but the truth, did depose and say:

That on the 24th of November, 1840, the Commercial Bank of Manchester recovered a judgment against James T. Crofford, and Morgan McAfee, in the circuit court of Tallahatchie county, Mississippi, for the sum of $4,143 $\frac{43}{100}$, and that the said judgment with interest thereon amounting to $2,076 $\frac{33}{100}$, making the sum of $6,220 $\frac{33}{100}$ in all, was paid by Morgan McAfee to the assignees of said Commercial Bank of Manchester, on the 11th day of September, 1846; that witness was one

of the assignees of said bank at that time; that when said judgment was paid by Morgan McAfee it was at his (said McAfee's) request, assigned by the assignees of said bank to Madison McAfee; and further this deponent sayeth not.

J. W. BARNETT.

Sworn to and subscribed before me, this 27th Nov'r, 1848.

N. G. NYE, *Comm'r, &c.*

THE UNITED STATES OF AMERICA,
Southern district of Mississippi, ect:

I, Nathaniel G. Nye, a commissioner duly appointed by the circuit court of the United States, for the southern district of Mississippi, for the purposes and under the acts of Congress mentioned in the caption, do hereby certify, that the reason for taking the foregoing deposition is, that the witness lives in Yazoo city, State of Mississippi, more than one hundred miles from Pontotoc, State of Mississippi, the place of trial of the cause for and in which said deposition is taken and is necessary.

I further certify, that no *satisfaction* was made out and served on James T. Crofford, the plaintiff, or adverse party, or his attorneys, to be present at the taking of the deposition, and to put interrogatories if he or they may think fit; and that no notification of the time and place of taking the said deposition was made out and served on the said James T. Crofford, the plaintiff, or adverse party, because either the said adverse party, nor his attorneys, was at the time of taking the said deposition within one hundred miles of Yazoo city, Mississippi, the place of taking the said deposition.

I further certify, that on this 27th day of November, A. D. 1848, I was attended by the witness, who is of sound mind and lawful age, and the witness was by me carefully examined, and cautioned, and sworn to testify the whole truth, and the deposition was by me reduced to writing in the presence of the witness, and, after carefully reading the same to the witness, he subscribed the same in my presence. I have retained the said deposition in my possession for the purpose of sealing up, directing, and forwarding the same with my own hand to the court for which the same was taken. I further certify, that I am not of counsel or attorney to either of the parties in said deposition and captioned named, or in any way interested in the event of the said civil cause named in the caption.

In testimony whereof I have hereunto set my hand and seal.

N. G. NYE, [SEAL.]
Commissioner U. S. C. C.

The defendant next introduced John H. Montgomery, who, being first duly sworn, testified as follows:

John H. Montgomery's evidence.

John H. Montgomery proved that the negroes named in the declara-

tion were to remain in the county of Tallahatchie until the payment of the said judgment of the Commercial Bank by the said plaintiff, or the principal in the said judgment, and Morgan McAfee as the security; that said witness as a defaulting sheriff had levied the said execution on the said judgment on certain negroes of the said plaintiff, and that the said Morgan McAfee became a security on the forthcoming bond set forth in the said transcript of the said judgment of the said bank, under an express agreement made with the plaintiff *made with the plaintiff* at the time, that the said plaintiff's negroes were not to be removed from the said county of Tallahatchie, until the payment by the said plaintiff Crofford of the said judgment; that it was their assurance that induced the said Morgan McAfee to go security for the said plaintiff in the said forthcoming bond; that the negroes named in the declaration are the same negroes that the said Crofford then had in said county, and which were removed therefrom in violation of said agreement.

The defendants next introduced Robert Patterson as a witness, who, being first duly sworn, said, that some time early in the month of December, 1846, he was for several days at the plantation of the plaintiff in Crittenden county, in the State of Arkansas; that he, witness, asked plaintiff why he did not go over to Tunica county, Mississippi, and forbid the sale of his negroes under execution; plaintiff replied that he was too smart for that; that if he (plff.) had gone over to Tunica, and had forbid the sale or got possession of his negroes, the sheriff would have immediately levied the execution of the Commercial Bank of Manchester on them; that the levy would then have been a legal one, and he could not then have prevented the sale of said negroes; that when he (plaintiff) found that he could do no better, he concluded to let them sell under the said execution and pay off the said judgment, and sue the defendants in the federal court at Pontotoc.

Witness at this time heard plaintiff say, that he would be able to ship about 2,000 or 2,500 bushels of corn; that he saw several rail pens of corn on the place, besides a large house full, and also a room sixteen feet by twenty full of sacks of shelled corn, part of the crop of 1846 grown on said plantation; that Crofford did not complain of any particular damage being done to his corn crop or cord wood, but complained very much of the defendants for taking away the negroes.

Upon cross examination witness stated, that in some of said conversations Crofford said, that some time in the spring of 1846 the said Morgan McAfee while in New Orleans agreed with him (Crofford) to return to Mississippi, and obtain one, two, and three years from the said bank in which to pay said judgment, and he, Crofford, agreed [to] credit thereon a judgment of Crofford against Morgan McAfee, in the district court of the U. S., held at Pontotoc, for about $1,500 or $2,000. To the introduction of this evidence the counsel for the defendant objected, but were overruled by the court; to which judgment the said counsel at the time excepted. Witness also stated that Crofford had at the time of said conversation brought the present suit.

The defendants next introduced a bill filed in the inferior court of chancery, held at Carrollton, Mississippi, by Watt & McCain, against the plaintiff, and the plaintiff's answer thereto; regular certificates to the same being waived by the plaintiff's counsel in open court.

Which said bill and answer are in the words and figures following:

The bill here referred to has been taken from the file of papers and cannot be found.

District chancery court at Carrolton, June term, 1849.

The answer of James T. Crofford, defendant, to a bill of complaint filed by James M. Watt and William A. McCain.

This defendant, reserving to himself all manner of exception to said bill for the many errors therein contained, for answers thereto, or so much as *desers* necessary, answer and says:

Admits that the complainants made a purchase from defendant of the lands described in the said bill, about the time therein stated, as at the price therein set forth; denies that James M. Watt, one of the complainants, ever conversed with defendant about the land, or that defendant ever saw him until after the purchase was made, and the said complainant was residing on the land for some months. That the purchase and trade was made with William A. McCain alone, who stated that his co-complainant would become interested; that he was then in Aberdeen; that this defendant trusted to the representations of McCain, and entrusted him with the title bond and his notes, which were afterwards signed by Watt, and sent to this defendant. This defendant emphatically denies that he ever represented that his title was perfected, or perfect, to all of said land, or in any manner better *that* is herein set forth, and that he would be able to obtain the title before the time complainants' last instalment would be due; and defendant insists he was not bound, nor is it necessary that he should perfect his title to himself, or cause it to be perfected to complainants, before the time set forth in defendant's bond, and held *jucewil* by complainants, and filed as an exhibit in their bill. Admits that N.E. $\frac{1}{4}$ of sec. 4, S.W. $\frac{1}{4}$ of section 34, and N.E. $\frac{1}{4}$ of section 3, described in said bill, was sold in the manner and by the commissioner set forth in said bill. Denies ever having said he knew he had no title and that the same was void, and that he never intended paying for it, and insists before this court that his declarations could neither satisfy the title, if defective, nor avoid the notes he had given, had the commissioner the authority to sell. Admits that there has been some doubt expressed by purchasers to the perfection of the title, and hoped that the same might be compromised by obtaining a reduction in the price; but does not know whether or not the title can be perfected for less than the amount originally promised, which was about ($2,660) two thousand six hundred and sixty dollars, all of which is due, and bears interest at the rate of six per cent. per annum from the time of the purchase, to wit, the 6th June, 1838; but states that he is entirely willing that the complainants may reserve from the amount due him the full amount due by defend-

ant for said purchase; *says* and shows that he will be able to pay the whole amount due, and perfect his title, by the time or before the last instalment is paid or due. And this defendant further says, that at the time of the sale he supposed the title perfect, and that he still believes it perfect, or capable of being made so by the General Government; and by way of demurrer the defendant says, that the complainants have not shown how or in what way said title is defective, or cannot be made perfect by defendant before the time required by his bond. Denies that there is any judgment existing as a lien upon said lands, and requires strict proof thereof. Shows that the judgments set forth in complainants' bill are either returned satisfied to the office, or have never operated as liens upon said property. Says that the judgment in favor of G. W. Meek, spoken of, if not rendered before the time of the sale, was certainly satisfied by a forthcoming bond given and perfected after the complainants had possession of said land, under the sale from defendants. That the judgment in favor of the Commercial Bank of Manchester against this defendant was suspended by the operation of the law generally known as the quo warranto law; but since the filing of complainants' bill it has been returned satisfied, and will be shown by a transcript regularly certified, whenever necessary. States if there is any other judgment or lien operating as a lien upon the said land, he is not informed; and is entirely willing, should there be any, that it may be removed by the complainants paying the same out of the money long since due defendant, and the same to be credited on said amount due. Admits that the complainants took possession on said land, but denies absolutely any fraud or misrepresentation charged upon the defendant, or any fraud, throughout the transaction, on his part. That defendant then, and now, [was] and is desirous to keep [as] free from law suits as the complainants pretend to be on their part. That at the time defendant heard they were dissatisfied, his negroes had not been removed from the place; and that he then proposed to complainants that he was entirely willing to rescind the contract, take possession of the land, put his negroes to work; that the complainants absolutely refused so to do; which occurred in the fall after purchase. States that his property has been removed, after the purchase, to the Mississippi river; that there is no lien of any kind affecting any portion of his property there; that the embarrassment attempting to be urged against this defendant has been caused by the failure of complainants to comply with their contract. That he is willing now, and has been at all times, to permit complainants to reserve as much of the amount due him as would be necessary to satisfy the amount due on the orphan land, or any other claim that might embarrass their title; shows that complainants were in possession of said land, and have been since the purchase; that they have not been disturbed in the possession, or likely to be. And this defendant demurs to the relief sought by complainants, and prays that he may be discharged with his reasonable costs.

WAUL, *Sol'r.*

Appeared before me James T. Crofford, who makes oath that the matters and things contained in said answer, stated of his own knowledge, are true, and the rest he believes to be true.

JAMES T. CROFFORD.

Sworn to and subscribed before me, this 2d of June, 1847.

F. H. THOMPSON, *Com.*

In chancery.

THE STATE OF MISSISSIPPI,
District chancery court.

I, Dan'l R. Russel, clerk of said court, do hereby certify, that the foregoing four pages (this inclusive) do contain a full, true, and correct exemplification of the answer of James T. Crofford, in the case of Watt and McCain vs. James T. Crofford, as appears and remains from the records of said court.

In testimony whereof I have hereunto set my hand, and affixed the seal of said court, at Carrollton, this the 15th day of May, A. D. 1849.

DAN'L R. RUSSELL, *Clerk*,
By WM. D. PATTON, *D. Cl'k.*

It was admitted by the plaintiff, on the trial, that the said judgment of the Commercial Bank of Manchester had been assigned to Madison McAfee, by writing thereon, in these words: "Madison McAfee is hereby authorized to take charge of the within judgment, and control it in any manner necessary, receive the money due, and give receipt and discharges for the same.

JOHN P. BAILY,
By J. W. BARNETT, *his att'y.*
J. J. WILSON,
JAS. W. BARNETT,
ALLEN SMITH.

Yazoo city, Sept. 11th, 1846.

Thereupon the defendants closed their testimony, and moved the court to exclude from the jury the said evidence introduced on the part of the said plaintiff; which said motion was overruled by the court; to which judgment the defendants then and there, before the jury retired, excepted.

The plaintiff then introduced a transcript of a case depending in the circuit court of Yazoo county, and State of Mississippi, in the case of Edgar A. M. Gray, district attorney, &c., against the Commercial Bank of Manchester, which is in the words and figures following:

EDGAR A. M. GRAY, the district attorney of the State of Mississippi, in and for the fifth judicial district of said State,
vs.
The COMMERCIAL BANK OF MANCHESTER.

Pleas before the honorable Robert C. Perry, presiding judge of the fifth judicial district of the State of Mississippi, at a circuit court begun and held at the court-house in the town of Benton, in and for the county of Yazoo, and State aforesaid, on the first Monday of November, in the year of our Lord one thousand eight hundred and forty-six, the same being the second day of said month, and a regular term of said court.

Be it remembered, that heretofore, to wit, on the 19th day of October, in the year one thousand eight hundred and forty-six, Edgar A. M. Gray, the district attorney of the State of Mississippi, in and for the fifth judicial district of said State, filed in the clerk's office of the circuit court of Yazoo county his bill, or information, in the nature of a quo warranto, against the Commercial Bank of Manchester, which is in words and figures as follows, to wit:

THE STATE OF MISSISSIPPI, *Yazoo county.*

Yazoo circuit court, November term, 1846.

Edgar A. M. Gray, the district attorney of the State of Mississippi, in and for the fifth judicial district of said State, comes before the circuit court of said county in said district, and for the State gives the court here to understand and be informed, that the Commercial Bank of Manchester has, for the space of two years now last past and more, used, and does still use, without any warrant, or charter, or grant, the following liberties, privileges, and franchises, to wit, that of being a body politic and corporate in law, fact, and name, by the name of the Commercial Bank of Manchester; and by the same name to plead and be impleaded, answer and be answered unto; and also the following liberties, and privileges, and franchises, to wit, that of being and becoming proprietors of a bank or fund for the purpose of issuing notes, receiving deposites, making discounts, and transacting other business, which incorporated banks may lawfully transact by virtue of their respective acts of incorporation; and also that of actually issuing notes, receiving deposites, making discounts, and carrying on banking operations and other moneyed transactions, which they alone have a right to do. All of which said liberties, privileges, and franchises the said Commercial Bank of Manchester, during all the time aforesaid, has usurped, and still doth usurp upon said State, to the great injury thereof; wherefore the said district attorney prays the advice of said court in the premises, and the proofs of law against the said Commercial Bank of Manchester, in this behalf to be made to answer to the State, by what warrant it claims to have, use, and enjoy the liberties, privileges, and franchises aforesaid, and for the writ of injunction in pursuance of the statute in such case made and provided.

EDGAR A. M. GRAY,
District attorney for the fifth district,
State of Mississippi.

Also on the same, the affidavit, of which the following is a copy,

was filed in the clerk's office aforesaid with the said bill or information, in the nature of quo warranto.

STATE OF MISSISSIPPI, *Yazoo county.*

Adamson Waters states, on oath, that he has good reason to believe, and does verily believe, that the Commercial Bank of Manchester, an incorporated bank, located in Yazoo county, has been guilty of a violation of the provisions of its charter, and has done acts, the doing of which works a forfeiture of its charter.

ADAMSON WATERS.

Sworn to and subscribed before me, this 14th day of October, 1846.

GIB. BARNES, *Clerk.*

Afterwards, to wit, on the day of the filing of the aforesaid bill or information, &c., and affidavit, writs of injunction and quo warranto were sued out and obtained from the clerk's office aforesaid, against the said Commercial Bank of Manchester, to wit:

Injunction.

THE STATE OF MISSISSIPPI, *Yazoo county.*

To the Commercial Bank of Manchester, their assignee or assignees, officers and agents, and all persons engaged in the collection of any demands claimed by said bank, greeting:

Whereas it hath been represented to us in our circuit court of Yazoo county, by the bill of Edgar A. M. Gray, district attorney for the fifth judicial district of the State of Mississippi, that you, the said Commercial Bank of Manchester, have, for the space of two years now last past and more, used, and still do use, without any warrant, charter, or grant, the following liberties, privileges and franchises, to wit, that of being a body politic and corporate in law, fact, and name, by the name of the Commercial Bank of Manchester; and by the same name to plead and be impleaded, answer and be answered unto; and also the following liberties, privileges, and franchises, to wit, that of being and becoming proprietors of a bank or fund for the purpose of issuing notes, receiving deposites, making discounts, and transacting other business, which incorporated banks may lawfully transact by virtue of their respective acts of incorporation.

We, therefore, in consideration of the premises, and of the allegations in the bill of the said Edgar A. M. Gray, district attorney as aforesaid, contained, strictly enjoin and command you, the said Commercial Bank of Manchester, your assignee or assignees, officers and agents, and all persons engaged in the collection of any demands claimed by you, under such pains and penalties as our said court shall prescribe for the contempt that you and each of you do absolutely refrain from the collection of any demands claimed by you, the said Commercial Bank of Manchester, until the said information be finally tried and determined.

Witness the honorable Robert C. Perry, judge of the fifth judicial district of said State, the first Monday in May, in the year of our Lord one thousand eight hundred and forty-six, and seal of said court.
[SEAL.]
Issued the 19th day of October, 1846.

GIB. BARNES, *Clerk.*

To the sheriff of Yazoo county, to execute and return.

GIB. BARNES, *Clerk.*

Upon which said writ the sheriff of Yazoo county made his return, in words and figures as follows, to wit:

"Executed October 20th, 1846.

J. W. FUQUA, *Sheriff.*"

Quo warranto.

THE STATE OF MISSISSIPPI, *Yazoo county.*

To the sheriff of said county, greeting:

You are hereby commanded to summon the Commercial Bank of Manchester, so that they be and appear before the circuit court, to be holden at the court-house in Benton, and for the county aforesaid, on the first Monday after the fourth Monday of October instant, then and there to answer the State of Mississippi, and to show to our said court by what warrant, charter, or grant, they claim to have, use, and enjoy the benefits, privileges, and franchises of being or becoming proprietors of a bank or fund, for the purpose of issuing notes, receiving deposites, making discounts, and transacting other business which incorporated banks may lawfully transact, by virtue of their respective acts of incorporation; and also of actually issuing notes, receiving deposites, making discounts, and carrying on banking operations and other moneyed transactions, which are usually performed by incorporated banks, to the great damage and prejudice of our said State. Herein fail not, and have you then and there this writ.

Witness the honorable Robert C. Perry, judge of the fifth judicial district of the State of Mississippi, the first Monday in May, A. D. 1846, and seal of said court.
[SEAL]
Issued the 19th day of October, A. D. 1846.

GIB. BARNES, *Clerk.*

Upon which said writ of quo warranto the sheriff of Yazoo county made his return in the words and figures following, to wit:

Executed Oct. 20th, 1846.

J. W. FUQUA, *Sheriff.*

Plea.

THE STATE OF MISSISSIPPI
vs.
THE COMMERCIAL BANK OF MANCHESTER.

Yazoo circuit court, November term, 1846.

And the said Commercial Bank of Manchester by attorney comes, and for plea says, as to the liberties, privileges, and franchises in said information mentioned, that in and by a certain act of the legislature of the said State of Mississippi, passed on the 26th day of February, A. D. 1836, it was enacted, that a bank should be established in the town of Manchester, (now Yazoo city,) with a capital of two millions of dollars, which should be divided into twenty thousand shares of one hundred dollars each, and that books of subscription for said stock should be opened at Manchester on the second Monday in April next thereafter, under the superintendence of Jefferson J. Hughs, Thomas J. Jennings, P. B. Pope, Thomas Rawlings, Edward D. Edwards, Thomas W. Scott, and Thomas P. Glade, and that said books should continue open for subscription for the period of thirty days; and that the subscribers for said capital stock should pay at the time of subscribing twenty dollars for each and every share by them subscribed; and that the remaining eighty dollars should be paid in four instalments of twenty dollars each, and at periods of four months each, from the time of the first regular meeting of the board of directors of said Commercial Bank of Manchester. And it was further enacted by said act, that so soon as one hundred thousand dollars of said stock should be paid in, the subscribers for the same might proceed to election of their directors. And it was further enacted by said act, that the subscribers to or for said stock should be a corporation and body politic, by the name and style of the Commercial Bank [of] Manchester; and that it should so continue until the first day of June, A. D. 1861, and by that name should be capable of buying, receiving, and holding property, and to alien and dispose of the same at pleasure, to sue and be sued, plead and be impleaded, answer and be answered, to have a common seal, and the same to alter or amend at pleasure, and generally to do and execute all and singular the acts which are incident to bodies corporate; that they should have power to make by-laws, appoint cashiers and other officers, to make discounts, to loan money, and to deal in exchanges, both foreign and domestic. And the said Commercial Bank of Manchester, by attorney, avers, that books of subscription, under the supervision of the persons named in said act, were opened at Manchester on the second Monday in April, A. D. 1836; and that said books were kept open until upwards of the sum of five hundred thousand dollars was subscribed for, of which sum, so subscribed for, upwards of the sum of one hundred thousand dollars was paid in, after which the said subscribers did, to wit, on the 12th day of May, A. D. 1836, proceed to the election of the directory. And the said Commercial Bank of Manchester further avers, that the period of thirty days had not elapsed from the opening of said books of subscription until said subscriptions for stock had been made, and said amount had been paid in as aforesaid; and that the subscribers for said stock did pay to the said commissioners at the time of subscribing twenty dollars for each and

every share by them subscribed for, whereby the said subscribers agreed to accept, and did accept, said act or charter, and then and there by force and virtue of said act became a body corporate and politic, under the name and style of "the Commercial Bank of Manchester;" and that under and by virtue of said act, and the premises aforesaid, said subscribers were organized, and by this warrant the said Commercial Bank of Manchester has, during all the time aforesaid, in the said information mentioned, used and still uses the liberties, franchises, and privileges of being a body corporate and politic and corporate, in name, law, and fact, by the aforesaid name of the Commercial Bank of Manchester, and as such has used the privileges, franchises, and liberties aforesaid; and has issued notes, discounted bills and notes, received deposites, dealt in exchange, and transacted other business, which as an incorporated banking company it might lawfully transact under and by virtue of said act, as well it might, and still may do. Without this, that the said Commercial Bank of Manchester has usurped or does usurp the said liberties, franchises, and privileges, in the said State of Mississippi, in manner and form as by the said information aforesaid for the said State of Mississippi is above supposed; all of which the said Commercial Bank of Manchester is ready to usurp, as the court may direct, &c.; wherefore the said Commercial Bank of Manchester prays judgment, and that all and singular the liberties, privileges, and franchises aforesaid by the Commercial Bank of Manchester claimed may be allowed and adjudged; and that the said Commercial Bank of Manchester may be herein dismissed, &c.

JOHN BATTAILE & W. R. MILES,
Attorneys.

Replications.

E. A. M. GRAY, district attorney, &c.,
vs.
THE COMMERCIAL BANK OF MANCHESTER.

And the said E. A. Gray, district attorney, &c., comes, and as to the plea of said defendant says, said State ought not to be precluded by reason of any thing in said plea alleged, because he says that heretofore, on the 17th day of October, in the year 1845, at the county aforesaid, said defendant, the Commercial Bank of Manchester, by deed conveyed and delivered to John P. Bailey, John J. Wilson, James W. Barnett, and Alexander Smith, as trustees, all of its property of every name and description, in special trust, to sell all of its said property in possession, and collect its debts, and to pay in the first instance, out of the funds in their hands, all the liabilities of said bank, and then to divide and pay over the surplus to the shareholders of said bank in proportion to the amount of stock held by each; and this he is ready to verify; wherefore he prays judgment, &c.

E. A. M. GRAY,
District attorney, &c.

4432.

And the said E. A. Gray, district attorney, &c., for a second and further replication to said plea says, said State ought not to be *purchased* by reason of any thing therein contained, because he says that heretofore, on the day of October, 1845, said bank, with the intention of never again discounting notes, issuing bills for circulation, or otherwise carrying on banking operations as provided for and required by said act of incorporation, assigned, and conveyed, and delivered to certain persons, as trustees to liquidate and wind up its affairs and business, all its property of every name and description, in trust, to pay from the proceeds of said property all the liabilities of said bank, and then to divide and distribute the balance of the proceeds of said corporate property among the stockholders of said bank in proportion to the amount of stock held by each; and said district attorney avers that said assignees in trust, &c., as aforesaid, afterwards, to wit, on the day of , in the year , at the county aforesaid, did divide, distribute, and pay over to said stockholders of said bank ten per centum on the amount paid in on said capital stock; and this he is ready to verify.

E. A. M. GRAY,
District attorney.

And for further replication to said plea of said Commercial Bank of Manchester, said E. A. Gray, district attorney as aforesaid, says, said State ought not to be precluded by reason of any thing therein contained, because he says that heretofore, on the 17th day of October, in the year 1845, said Commercial Bank of Manchester fraudulently, and with intent to violate the laws, assigned and delivered to John P. Bailey, John J. Wilson, James W. Barnett, and Alexander Smith, all of its bills receivable, amounting to many thousand dollars; and this he is ready to verify; wherefore he prays judgment, &c.

E. A. M. GRAY,
District attorney, &c.

Rejoinders.

EDGAR M. GRAY, district attorney, &c.,
vs.
THE COMMERCIAL BANK OF MANCHESTER.

In the circuit court of Yazoo county, in the State of Mississippi.

And the said defendant, as to the said first replication of the said plaintiff to the said plea of the said defendant, says: That said plaintiff ought not to have or maintain his said information, because said defendant says, that it is stipulated in and by said assignment that the trustees in said assignment may, whenever it is necessary, use the name of said bank in collecting said debts, or in bringing or defending suits or any other acts necessary to be done in its name; and that in and by said assignment bills receivable, accounts, and other choses in action to a large amount, to wit, of the value of five hundred thousand dollars

were assigned; and said defendant avers, that at the time of making said assignment said defendant was not, nor is not now, insolvent, but was then paying, and continues to pay, specie on all demands and all its debts, save a few hundred dollars [which] were paid before the filing of this information; and said defendant further avers, that since the making of said assignment the said defendant has continued to elect its officers and perform other corporate acts; and this it [is] ready to verify; wherefore it prays judgment if the said plaintiff ought to have or maintain his aforesaid information thereof against the said defendant, &c.

YERGER, MILES & BATTAILE,
Attorneys for defendant.

And the said defendant, as to the said second replication of the said plaintiff to the said plea of the said defendant, says, that said plaintiff ought not to have or maintain his said information, because said defendant says, that it is stipulated in and by said assignment that the trustees in said assignment may, whenever it is necessary, use the name of said bank in collecting said debts, or in bringing or defending suits, or any other act necessary to be done in its name; and that in and by said assignment bills receivable, accounts, and choses in action, to a large amount, to wit, of the amount of five hundred thousand dollars, were assigned; and said defendant avers, that at the time of making said assignment said defendant was not, nor is not now, insolvent, but was then paying, and continues to pay, specie on all its debts, save a few hundred dollars [which had] been paid before the filing of this information; and said defendant further avers, that since the making of said assignment said defendant has continued to elect its officers and perform other corporate acts; and this said defendant is ready to verify; wherefore said defendant prays judgment if the said plaintiff ought to have or maintain his aforesaid information against the said defendant, &c.

YERGER, MILES & BATTAILE,
Attorney for defendant.

3. And for rejoinder to the replication of the plaintiff thirdly above pleaded the said defendant says, that at the time said assignment was made, there was pending against the defendant an information in the nature of a quo warranto in the circuit court of Yazoo county, for an alleged forfeiture of charter; and said defendant avers, that it did not make said assignment fraudulently, and with intent to collect the debts, &c., therein mentioned for the benefit of the creditors and stockholders of said Commercial Bank of Manchester, and with intent to prevent said choses in action from being extinguished or impaired, should judgment of forfeiture be rendered against the defendant in said information. And defendant further avers, that judgment was rendered in its favor upon the trial of said information; and that it is ready to verify. Wherefore it prays judgment, &c.

YERGER, MILES & BATTAILE,
Attys. for deft.

Demurrers.

E. M. GRAY, district attorney, &c.,
vs.
THE COMMERCIAL BANK, &c.

And said plaintiff, as to the rejoinder of said defendant to the first replication, says, that the matters and things therein contained and set forth are not sufficient in law to preclude him on behalf of said State from having and maintaining said information, and he is not bound in law to reply to the same; and that he is ready to verify. Wherefore he prays judgment, &c.

E. A. GRAY, *D. A.*, *&c.*

And said plaintiff, as to the rejoinder of said defendant to the said replication above replied, says, that the matters and things therein contained and set forth are not sufficient in law to preclude him on behalf of said State from having and maintaining said information; and this he is ready to verify. Wherefore he prays judgment, &c.

E. A. GRAY, *D. A.*, *&c.*

And said plaintiff, as to the rejoinder of said defendant, and to the third replication above replied, says, that the matters and things therein alleged and contained are not in law sufficient to preclude him from having and maintaining the said information on behalf of the State; and this he is ready to verify. Wherefore he prays judgment, &c.

E. M. GRAY, *D. A.*, *&c.*

Afterwards, to wit, at the November term, A. D. 1846, of the circuit court aforesaid, to wit, on the 19th day of said month, judgment was rendered in said cause in the following words, to wit:

EDGAR A. M. GRAY, district attorney, the district attorney of the State of Mississippi, in and for the fifth judicial district of said State,
vs.
THE COMMERCIAL BANK OF MANCHESTER. } J. 241.

This day this cause came on to be heard, and on the demurrers of the plaintiff to the rejoinders of the defendant to the plaintiff's replication to the defendant's plea, which being argued by council, it is ordered by the court that the demurrers be overruled, and that the plaintiff take nothing by his suit, and that the defendant go hence without day; also that the defendant recover of the plaintiff its costs by it about its suit in this defence expended, &c. Wherefore the said plaintiff prayed an appeal to the high court of errors and appeals of the State of Mississippi, which is accordingly granted.

THE STATE OF MISSISSIPPI,
Yazoo county, sct:

I, Gibson Barnes, clerk of the circuit court in and for said county,

do hereby certify, that the foregoing twelve pages contain a true and perfect transcript of the record of the final judgment in the case of E. A. M. Gray, district attorney, &c., vs. the Commercial Bank of Manchester, together with all the proceedings had thereon, in as perfect a manner as the same now remains in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of my office, at Benton, this the 23d day of May, A. D. 1848.

GIB. *RAINS, Clk.*

STATE OF MISSISSIPPI, *Holmes county.*

I, Robert C. Perry, judge of the 5th judicial district of said State, do hereby certify, that Gibson Barnes, whose name is appended to the foregoing certificate, was, at the date and time of giving the same, clerk of the circuit court of said county of Yazoo; that said certificate is in due form, &c., and full faith and credit are due to it as such.

Given under my hand and seal, 6th February, 1848.

ROBERT C. PERRY, [L. S.]
Judge 5th judicial district of said State.

To the reading of which the defendant's counsel then and there objected, but were overruled by the court; to which opinion and judgment the defendant then and there excepted.

The plaintiff then introduced the transcripts of two judgments in this court, one of James T. Crofford against Morgan McAfee, and one in favor of Smith & Shelton, use of James T. Crofford, against same; to the introduction of each of said judgments the said defendant's counsel at the time objected, but were overruled by the court; to which judgment said counsel for defendants at the time, and before the jury retired, excepted.

JAMES T. CROFFORD vs. MORGAN MCAFEE. } 447.

Thursday, December the 4th, 1845.

This day came the plaintiff by attorney, and the defendant, though called, came not, but herein wholly made default; it is therefore considered by the court, that plaintiff recover of said defendant the sum of thirteen hundred and seven dollars and thirty-six cents damages, and also the cost in this cause expended, with a stay of execution for six months.

WILLIAM P. SMITH and George W. Shelton, use of James T. Crofford, vs. MORGAN MCAFEE. } 1488.

Thursday, December the 4th, 1845.

This day came the plaintiffs, by attorney, and the defendant, though

called, came not, but herein wholly made default; it is therefore considered by the court, that plaintiff recover of said defendant the sum of fifteen hundred and forty dollars damages, and also the cost in this cause expended, with a stay of execution for six months.

Defendant then introduced a judgment of Geo. O. Hall, use of the Union Bank, against James T. Crofford, the plaintiff, together with the assignment thereof; to the introduction of which the counsel for the plaintiff objected, but were overruled by the court.

GEORGE O. HALL, use, &c.,
vs.
JAMES T. CROFFORD, (drawer.) } 142.

Friday, June the 7th, 1844.

This day came the parties by their attorneys; whereupon the defendant withdrew his plea, and said nothing farther in bar or preclusion of plaintiff's action; it is therefore considered by the court, that plaintiff recover of said defendant the sum of twenty-eight hundred and thirty-seven dollars damages, and also the cost in this cause expended, with a stay of execution until the 1st of March, 1845.

UNITED STATES OF AMERICA,
Northern district of Mississippi, ss:

The President of the United States, to the marshal of the northern district of Mississippi, greeting:

We command you that of the goods and chattels, lands and tenements, of defendant, James T. Crofford, late of your district, you cause to be made the sum of twenty-eight hundred and thirty-seven dollars and sixty-seven cents, which George O. Hall, for the use of the Union Bank of Tennessee, lately in the district court of the United States, for the northern district of Mississippi, has recovered against him for damages which he has sustained by reason of the non-performance of a certain promise and assumption by the said defendant to the said plaintiff, who sued as aforesaid, offered with interest on the said sum at six per centum per annum, from the 7th day of June, 1844, till paid; also the sum of one hundred and ninety-seven dollars and seventy-four and half cents for his costs by him about his suit in that behalf expended; whereof the said defendant is convicted as appears of record; and that you have the said moneys before the judge of the said district court on the first Monday in December next, to render to the said plaintiff for the use aforesaid, for damages and costs aforesaid; and have then there this writ.

Witness the honorable Samuel J. Gholson, judge of the district court of the United States, for the northern district of Mississippi, at Pontotoc, the first Monday of June, A. D. 1846, and the 70th year of the independence of the United States.

Issued the 18th day of June, 1846.

G. M. RAGSDALE, *Clerk.*

Clerk's fees.

	Dolls.	Cts.
Endorsed on former vendi. expo.	40	50
Issuing this execution and docketing	3	16⅔
Entering, returning, and filing		66⅔
	44	33⅓
Deposition fee to Jackson	10	00
Witness G. G. Harvey	8	00
Attorney's tax fee	10	00

Marshal's fees.

Endorsed on former execution	84 60	
Entering and returning execution	50	
Half commissions on same	34 81	
Mileage on same	4 50	
Advertising	1 00	
		125 41
		$197 74⅓

Received 23d June, 1846; no property found on which to levy this fi. fa. to make the money, or any part thereof, this 8th Dec., 1846.

ANDREW A. KINCANNON,
Marshal, northern district of Mississippi,
By JOHN RAYBURN, *Deputy.*

Marshal's fees.	
Mileage	4 00
Entering and returning, &c.	50
	$4 50

Plaintiff then proposed to read a judgment of same plaintiff, Geo. O. Hall, use, &c., against Green B. Goodwin; to the reading of which the counsel for the defendant objected, but were overruled by the court; to which judgment the said counsel then and there excepted.

GEORGE O. HALL, use, &c.,
vs.
GREEN B. GOODWIN.

Friday, June 7th, 1844.

This day came the parties by their attorneys, and thereupon came a jury of good and lawful men, to wit, jury No. 1, being John L. Allen and eleven others, who being first duly tried, sworn, and empannelled, well and truly to try the issue joined between the parties, on their oaths do say, they find the issue joined in favor of the plaintiffs, and assess

his damages at the sum of thirty-three hundred and eighty-six dollars and ninety-nine cents; it is therefore considered by the court, that the plaintiff recover of defendant the sum aforesaid by the jury assessed, and his costs in this behalf expended.

Received of James Stockard, administrator of all and singular the goods and chattels, rights and credits, of Green B. Goodwin, deceased, one thousand dollars, and hereby discharge said administrator and the estate of said Green B. Goodwin, deceased, from all liability on account of the within execution, and the judgment therein described.

April 7th, 1847.

MORGAN McAFEE,
By MADISON McAFEE.

And thereupon, both parties, plaintiff and defendants, closed their testimony in said cause; and be it further remembered, that the exceptions by the counsel for the defendants were all duly taken and made by said counsel at the very time of the making of the several judgments herein aforesaid; and be it further remembered, that the trial of said cause commenced on the 8th day of December, 1849, and was continued until the ninth of said month, and when the argument on both sides was closed, the court instructed the jury that a trespass had been committed by the defendants, "if the jury believe from the testimony that the defendant had a judgment in Mississippi vs. the plaintiff, the defendant would not be authorized to collect said judgment by forcibly removing the property of the plaintiff from the State of Arkansas to the State of Mississippi."

"That in assessing damages the jury had a right to take into consideration all the circumstances;" to which said first charge the counsel for the defendants at the time excepted, before the jury returned from the bar of the court; and to which of the several matters and things the said defendants, by their said counsel, excepted, and tendered their said bill of exceptions as hereinbefore stated, and before the jury retired from the court, and prayed that the same might be signed and sealed by the court and made part of the record herein; all which is done accordingly.

S. J. GHOLSON. [SEAL.]

Motion for new trial.

JAMES T. CROFFORD
vs.
MORGAN McAFEE et al.

December 10, 1849.

Motion for a new trial in this case:

1st. Because the verdict is contrary to evidence.

2d. Because the testimony of the defendants was in effect ruled out by the court.

3d. For important reasons set forth in the affidavit of Madison McAfee; and

4th. For requiring defendants to go to trial at this term of the court under the showing made.

FISHER, *for motion.*

Order of court.

JAMES T. CROFFORD
vs.
MORGAN McAFEE et al.

Upon motion it was ordered, that a writ of summons be issued to all the defendants in this case, except Morgan McAfee, Madison McAfee, and James Alford; and that a writ of error be allowed to the judgment in this cause to Morgan McAfee, Madison McAfee, and James Alford, the other defendants refusing to join therein.

Appeal bond.

In the district court of the United States, for the northern district of Mississippi.

JAMES T. CROFFORD
vs.
MORGAN McAFEE et al.

Appeal.

Know all men by these presents, that we, Morgan McAfee, Madison McAfee, James Alford, Jesse McAfee, John H. McAfee, and William M. Jayne, are held and firmly bound unto the above named James T. Crofford, in the sum of twenty-one thousand two hundred and twenty-seven dollars and forty-four cents, to be paid to the said James T. Crofford, his executors and administrators; to which payment well and truly to be made, we bind ourselves, and each of us, jointly and severally, and our and each of our heirs, executors, and administrators, firmly by these presents.

Sealed with our seals, and dated this 17th day of December, A. D. 1849.

Whereas the above named Morgan McAfee, Madison McAfee, and James Alford, have prosecuted a writ of error to the Supreme Court of the United States, to reverse the judgment rendered in the above entitled suit by the district court of the United States, for the northern district of Mississippi.

Now, therefore, the condition of this obligation is such, that if the above named Morgan McAfee, Madison McAfee, and James Alford shall prosecute their said writ of error to effect, and answer all damages and costs if they shall fail to make good their plea, then this obligation shall be void, otherwise the same shall be and remain in full force and virtue.

MORGAN McAFEE, [SEAL.]
MADISON McAFEE, [SEAL.]

JAMES ALFORD, [SEAL.]
JESSE McAFEE, [SEAL.]
JOHN McAFEE, [SEAL.]
WILLIAM M. JAYNE. [SEAL.]

Sealed and delivered in presence of—
A. H. BULLOCK, *Judge of probate, Tallahatchie county.*

Endorsed: I, Samuel J. Gholson, judge of the United States district courts, for the State of Mississippi, do hereby approve the within bond and security.

Given under my hand this 21st day of December, A. D. 1849.

Filed December 22, 1849. S. J. GHOLSON.

G. M. RAGSDALE, *Clerk.*

UNITED STATES OF AMERICA,
Northern district of Mississippi.

I, Robert W. Edmonson, clerk of the district court of the United States, for said district, certify, that the foregoing seventy-four pages contain a true and perfect transcript of the original papers and proceedings filed and had in the cause therein stated, as fully and completely as the same remain of record and on file in my office.

In testimony whereof I have hereunto set my hand, and affixed [L. S.] the seal of said court, at office, in Pontotoc, this 29th day of October, A. D. 1850.

R. W. EDMONDSON, *Clerk.*

UNITED STATES OF AMERICA,
Northern district of Mississippi.

I, Samuel J. Gholson, judge of the district court of the United States, for said district, certify, that Robert W. Edmonson, whose genuine signature appears to the foregoing certificate and attestation, is, and was at the date thereof, clerk of said court, duly appointed, qualified, and commissioned; that his certificate and attestation are in due form of law, and that all his acts in the premises are and ought to be entitled to full faith and credit.

Given under my hand and seal, this 29th day of October, A. D. 1850. S. J. GHOLSON. [SEAL.]

Writ of error.

UNITED STATES OF AMERICA, *ss:*

The President of the United States, to the judge of the district court of the United States, for the northern district of Mississippi, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said district court, before you, between James T. Crofford, plaintiff, and Morgan McAfee, Madison McAfee, James Alford, Bolivar Thornton, and Thomas Puryear, defendants, a manifest error hath happened, to the great damage of the